

**CONSUMER BANKCARD
AFFINITY AGREEMENT
BOSTON COLLEGE**

This AFFINITY AGREEMENT (the "Agreement") is made as of July 19, 2006 by and between Trustees of Boston College, a non-profit institution of higher learning formed under the laws of the Commonwealth of Massachusetts ("Boston College") with its principal place of business at 140 Commonwealth Avenue, Chestnut Hill, Massachusetts 02467 and GE Money Bank, a federal savings bank ("Bank"), with its principal place of business at 4246 South Riverboat Road, Suite 200, Salt Lake City, Utah 84123-2551.

WHEREAS, Boston College and Bank wish to establish a co-branded credit card program to be made available to qualified Boston College alumni and other university-related constituencies on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the following terms and conditions, and for good and valuable consideration the receipt of which is hereby acknowledged, Bank and Boston College agree as follows:

**ARTICLE 1
ADMINISTRATION OF THE AFFINITY PROGRAM**

Section 1.1 Scope of Affinity Program.

(a) Bank and Boston College are entering into this Agreement to establish a co-branded consumer credit card program pursuant to which Credit Cards (as defined below), will be made available to the Program Participant Pool (as defined in Schedule 1.2(a)), as well as any other constituencies mutually agreed to by the parties. Such credit card program (as more fully described in Section 1.1(b) below, the "Affinity Program") is intended for use by qualifying individuals in the Program Participant Pool for cash advances, balance transfers and financing purchases from merchants ("Participating Merchants") participating in the Mastercard® interchange system, or any other interchange system designated by Bank from time to time with approval by Boston College, which approval shall not be unreasonably withheld or delayed (such designated interchange system is hereafter referred to as the "Association"). Bank shall use its commercially reasonable efforts to make the Affinity Program available as of August 31, 2006; provided that if Bank is unable to achieve such date, Bank shall make the Affinity Program available as promptly thereafter as is reasonably practicable (the date of such availability is hereafter referred to as the "Program Commencement Date").

(b) Under the Affinity Program, Bank shall, among other things described herein, (i) issue credit cards featuring the Marks (as defined in Section 1.3(a) hereof) ("Credit Cards") which provide open-end, revolving consumer credit to qualifying individuals in the Program Participant Pool who enter into a credit card agreement (a "Cardholder Agreement") with Bank (each a "Cardholder," and collectively, the "Cardholders"), (ii) authorize transactions for the credit accounts established by Bank pursuant to the Cardholder Agreements ("Accounts"), (iii) administer the Accounts, including billing and collections with respect thereto, and (iv) coordinate, implement and make available to the Program Participant Pool and Cardholders all promotions and solicitations of the Affinity Program and the Accounts, including the Cardholder Loyalty Program contemplated by Section 1.4(d) below.

Section 1.2 Boston College To Provide Lists; Administration Thereof.

(a) During the Term (as defined in Section 4.1 below), Boston College shall provide to Bank the lists and related information set forth in Schedule 1.2(a) in accordance with the terms thereof.

(b) Boston College represents and warrants to Bank as of the date hereof that it is an institution of higher education required to comply with the Federal Educational Rights and Privacy Act

("FERPA") and its implementing regulations and that as such is generally excluded from certain so-called "privacy" requirements under the Gramm-Leach-Bliley Act (the "Gramm-Leach-Bliley Act" as defined in Title V, Subtitle A of 15 U.S.C. 6801 et seq. (as it may be amended from time to time) and, accordingly, is not required to have a privacy policy. To the extent Boston College implements a privacy policy during the Term hereof, Boston College shall ensure that any Boston College privacy policy or similar personal information disclosure restriction applicable to any Contact Information (as defined in Schedule 1.2(a)), Contact Profile Information (as defined in Schedule 1.2(a)), or similar information set forth on any Boston College Contact List (as defined in Schedule 1.2(a)) (each such policy or information disclosure restriction, a "Boston College Privacy Disclosure" and collectively, the "Boston College Privacy Disclosures") properly discloses in compliance with applicable law, Boston College's intention to transfer such data to Bank and the purposes for which such data transfer is being made, as set forth herein. Boston College shall provide to Bank in advance of the implementation thereof, the Boston College Privacy Disclosure applicable to any Contact Information or Contact Profile Information; provided, that Boston College shall not, during the Term, adopt any new Boston College Privacy Disclosure (or modify any existing Boston College Privacy Disclosure) unless required by applicable law in a manner that would preclude or limit Bank's use of the Contact Information or the Contact Profile Information as contemplated hereby.

(c) Until the Final Liquidation Date (as defined in Section 4.3), Boston College shall forward to Bank promptly upon receipt, a copy of any communication relating to an Account received from any person or entity and which is either intended for Bank or involves a dispute regarding such Account.

(d) Bank shall use the Boston College Contact Lists on a basis consistent with the intent and terms of this Agreement, which, for purposes hereof, shall mean solely to market and service Credit Cards, Accounts, the Cardholder Loyalty Program, as well as additional products and services as contemplated in Section 2.3(c), and shall not rent, use or permit any third party handling of such Lists to use them for any other purpose. The Boston College Contact Lists are and shall remain the sole property of Boston College, except to the extent that corresponding Contact Information or Contact Profile Information is acquired by Bank from another source. Upon expiration or earlier termination of this Agreement, Bank shall have no right to use the Boston College Contact Lists. Bank will, subject to applicable law requiring their retention, return such lists to Boston College or destroy them within thirty (30) days following use thereof and upon the termination of this Agreement. However, Bank may maintain separately all information which it obtains as a result of an Account relationship or an application for an Account relationship with any individual on any such Boston College Contact List, including for the purpose of servicing the Accounts. Such Bank-developed information shall become property of Bank; however, Bank will not use this separate information in a manner that would imply an endorsement by Boston College or that, would be in breach of Section 2.4 hereof.

(e) Bank will provide Boston College following the end of each calendar quarter during the Term with a list containing the name, address and telephone number of each Program Participant Pool member who has an open Account under the Program; provided, that Bank shall have no obligation to provide the name of any Cardholder if doing so would violate applicable state or federal law or the provisions of Schedule 1.2(e) hereto (e.g., in any situation in which the Cardholder has opted out of such a use or has failed to opt in to such a use of his or her Cardholder Information). The provisions of Schedule 1.2(e) and Section 6.2 shall apply to all such information received by Boston College pursuant to this Section 1.2(e).

Section 1.3 License to Use Boston College Marks.

(a) During the Term, Boston College hereby grants to Bank the right and license to use the trademarks, trade names and service marks of Boston College as set forth in Schedule 1.3 hereof (along with any related marks, tradestyles, logos or similar proprietary designations to be used in connection with the Affinity Program and together with any replacements thereof, collectively, the "Marks"), solely in connection with Bank's establishment, administration and marketing of the Affinity Program, including Credit Cards, Accounts and the Cardholder Loyalty Program (as defined in Section 1.4(d) below) to Cardholders and the Program Participant Pool. Subject to the approval provisions of

Section 1.4(f), Boston College hereby agrees that the Marks may be used on any Credit Cards, marketing and advertising materials which are used to promote the Credit Cards, Accounts and/or the Cardholder Loyalty Program, as well as merchandise used to encourage individuals to apply for or use Credit Cards ("Premiums"). If from time to time prior to the expiration of the Term, Boston College should change any of the Marks, Boston College agrees to promptly inform Bank thereof and, at either party's election, Bank and Boston College shall cooperate in a timely and cost efficient manner to make the appropriate changes and additions to the Credit Cards and such Program-related documentation that includes the Marks; provided, that any costs associated with making or directing the making of such changes and additions shall be borne by the party electing to make such changes.

(b) Notwithstanding the foregoing, Boston College shall not be charged with any costs Bank incurs because of a change in the Marks if Boston College: (i) provides Bank with at least 120 days advance notice of such pending change; (ii) permits Bank to exhaust its existing inventories of applications, marketing materials and Credit Card plastics with respect to the Affinity Program; and (iii) does not require Bank to cancel existing issued Credit Cards and issue replacement Credit Cards that bear the new or altered Marks; provided, that Boston College may not change the Marks with respect to the Affinity Program more often than once every two calendar years.

(c) Bank may only use the Marks in connection with a Premium if the merchandise constituting such Premium is produced by a vendor licensed by Boston College (or its agents). Without limiting the foregoing, upon request from Bank, Boston College shall provide Bank with (or shall direct the provision to Bank of), a list of such vendors, including applicable contact information, and shall direct such vendors (or any other entity which controls the use of the Marks with respect to such vendors) to reasonably cooperate with Bank for purposes of producing Premiums.

(d) Boston College represents and warrants to Bank that (i) Boston College or an affiliate of Boston College owns the Marks to be used in the Affinity Program, (ii) Boston College has the right to grant the foregoing license, and (iii) Bank's use of the Marks in conformance with the provisions of this Agreement and the Affinity Program shall not result in any claim of infringement against Bank.

(e) Bank hereby grants Boston College the right and license to use the trademarks, trade names and service marks of Bank as specifically designated by Bank (the "Bank Marks") solely in connection with Boston College's communications concerning the Affinity Program, subject, in each case, to Bank's prior written approval of the manner in which the Bank Marks are to be used, which approval shall not be unreasonably withheld or delayed.

(f) Subject to Section 1.3(a), each of the parties hereto is and shall remain the owner of all rights in and to its name and logo, as the same now exist or as they may hereafter be modified, including all rights in and to any copyright, trademark, service mark and/or like rights pertaining thereto. Any and all rights to the Marks not herein specifically granted and licensed to Bank are reserved to Boston College. Except as otherwise specifically provided for in Section 4.3 hereof, upon the termination of this Agreement, all rights conveyed by Boston College to Bank with respect to the use of the Marks shall cease, and all such rights shall revert to Boston College and all rights conveyed by Bank to Boston College with respect to the use of the Bank Marks shall cease, and all such rights shall revert to Bank. Upon termination of this Agreement, Bank shall have no further right to market, advertise, or sell any products or services using the Marks or to further utilize any promotional materials containing the Marks; provided, that, except as set forth in Section 4.3, nothing contained herein shall require Bank to cancel any Account or to terminate any Credit Card issued in connection with this Agreement and Bank may use the Marks to the extent provided for in Section 4.3.

(g) Bank acknowledges Boston College's ownership of the Marks, and agrees that any copyright or other intellectual property rights associated with the use of the Marks shall inure to the sole and exclusive benefit of Boston College. Boston College acknowledges Bank's ownership of the Bank Marks, and agrees that any copyright or other intellectual property rights associated with the use of the Bank Marks shall inure to the sole and exclusive benefit of Bank.

Section 1.4 Materials for and Promotion of the Affinity Program; Solicitations.

(a) Subject to the pre-approval provisions of Section 1.4(f), for each twelve month period between the anniversaries of the Program Commencement Date (each such period, a "Program Year") Bank shall, at its own expense, design and develop such marketing, promotion and solicitation materials (which promotional and solicitation materials for the purposes of this Section 1.4(a) specifically exclude the Standard Program Materials (as defined in Section 1.4(e)) as it deems appropriate under the circumstances to promote the Affinity Program, Accounts and the Cardholder Loyalty Program among Cardholders and individuals within the Program Participant Pool. Subject to (i) the provisions of the Marketing Plan (as defined in Section 1.6) then in effect, and (ii) any applicable limitations set forth in Schedule 1.4(a), Bank will schedule and direct the solicitation of such individuals and, in connection therewith, consistently market the Affinity Program to the Program Participant Pool through the channels contemplated in Schedule 1.4(a). Anything in the foregoing sentence to the contrary notwithstanding, (x) Bank reserves the right (subject to the limits in Schedule 1.4(a)), to modify its solicitation activities under the Affinity Program based on the success rate thereof relative to cost, and (y) Bank may limit its solicitation materials to those persons deemed by it to be creditworthy in accordance with Bank's normal credit criteria and credit practices, uniformly applied (provided that Bank shall not suppress from its solicitation efforts any Program Participation Pool member solely on the grounds that such individual has another credit card issued by Bank). Without derogating the foregoing, Boston College acknowledges that Bank intends to promote the Affinity Program and to solicit individuals in the Program Participation Pool through, Boston College-served e-mail, direct mail, website solicitations, telemarketing, alumni communications and via on-campus and other events at which individuals which are part of the Program Participation Pool are expected to attend (including, but not limited to, graduation and home athletic events).

(b) Subject to Section 1.4(c), Boston College shall provide to Bank the marketing and solicitation opportunities required under and in accordance with the provisions of Schedule 1.4(a). Without limiting the foregoing, Boston College shall reasonably cooperate with Bank for the duration of the Term to facilitate Bank's effectuation of the marketing channels contemplated by the following by (i) establishing a prominent link on the internet websites set forth in Schedule 1.4(a) in accordance with specifications provided by Bank that will link to Bank's website for purposes of allowing individuals within the Program Participant Pool to apply on-line for an Account, (ii) allowing Bank or its agents to occupy prominent booth or tabling space at the on-campus events contemplated in Section 1.4(a), as well as those set forth in Schedule 1.4(a), (iii) permitting Bank to communicate with individuals within the Program Participant Pool through e-newsletters and email reminders as outlined in Schedule 1.4 (a), and (iv) taking such actions as may be necessary to authorize on-campus credit solicitations by Bank in permissible locations in accordance with applicable law or regulation. Boston College may from time to time request that Bank participate in or conduct a specified marketing or promotional event, and Bank shall reasonably consider each such request subject to mutually agreeable terms for such participation.

(c) Boston College represents and warrants to Bank as of the date hereof that it has licensed the right to control access to marketing and solicitation opportunities at Boston College athletic venues, including those set forth on Schedule 1.4(a), to Fenway Sports Group (including any successor thereto or replacement thereof as contemplated below, the "Exclusive Agent"). The marketing channels or solicitation activities so designated on Schedule 1.4(a) shall be provided or made available to Bank by the Exclusive Agent pursuant to a separate written agreement between Bank and the Exclusive Agent ("Exclusive Agent Contract"). Upon execution by Bank and the Exclusive Agent, Bank shall forward a copy of the executed Exclusive Agent Contract to Boston College and the parties agree that such executed copy shall be incorporated herein as Exhibit A. Thereafter, amendments to the Exclusive Agent Contract proposed by Bank shall be subject to the prior approval of Boston College, which shall not be unreasonably withheld or delayed. Bank shall use its commercially reasonable efforts to provide Boston College with simultaneous notice of any failure by the Exclusive Agent to timely and fully provide the marketing channels or solicitation opportunities so designated in Schedule 1.4(a) or as otherwise required by the Exclusive Agent Contract. Upon receipt of such notice (or as soon as Boston College otherwise becomes aware of any such failure), Boston College shall direct the Exclusive Agent to the maximum extent provided for in the agreement between them, to timely and completely fulfill the requirements of

such Exclusive Agent Contract. If, notwithstanding such directive, such failure is not cured within the requisite cure period provided under the Exclusive Agent Contract, Boston College shall, to the extent reasonably within its ability to do so, provide Bank with the marketing channel(s) or solicitation opportunity(s) the Exclusive Agent failed to provide; provided, that if it is not practical for Boston College to do so, Bank may elect to either (i) accept additional or substitute solicitation and/or marketing opportunities in lieu thereof, or (ii) reduce the next payment Guaranty Payment due Boston College under Schedule 2.2 (in an amount not to exceed the Exclusive Agent Payment (as defined in paragraph 5(a) of Schedule 2.2) for the applicable Program Year) to equitably compensate Bank for the loss of such promotional opportunity; provided further, that if such failure occurs during any year in which this Agreement terminates or expires, Boston College shall repay Bank the amount of such loss (in an amount not to exceed the Exclusive Agent Payment). If (x) the Exclusive Agent Contract expires or is terminated for any reason other than Bank's failure to pay the Exclusive Agent Payment, or (y) Boston College's agreement with the Exclusive Agent expires or is terminated, then Boston College shall fulfill all obligations otherwise to be provided by the Exclusive Agent as contemplated herein and pursuant to the Exclusive Agent Contract until Boston College provides a substitute Exclusive Agent and such entity has executed and delivered a replacement Exclusive Agent Contract (on terms and conditions substantially similar to those in the original Exclusive Agent Contract, unless Bank shall have otherwise agreed to alternative terms). It shall be a material condition precedent to Bank's obligation to remit any payments due Boston College pursuant to Schedule 2.2 that the Exclusive Agent Payment Contract be executed and delivered by Bank and the Exclusive Agent.

(d) Bank shall develop a consumer value proposition that will encompass a rewards program for qualified purchases undertaken by Cardholders on their Credit Cards (the "Cardholder Loyalty Program"). The following shall apply to the Cardholder Loyalty Program:

(i) Bank shall brand the Cardholder Loyalty Program, including marketing collateral and any internet site established therefore, as a Boston College rewards program, with a marketing strategy emphasizing Boston College rewards. Bank shall consult with Boston College in connection with the creation, branding and marketing strategy of the Cardholder Loyalty Program. All terms and conditions applicable to the Cardholder Loyalty Program shall be established, and may be amended from time to time, by Bank in its discretion. Bank shall consult with Boston College's Relationship Manager (as defined in Section 1.5) regarding the establishment of the Cardholder Loyalty Program and any material amendments thereafter proposed by Bank; provided that Boston College acknowledges that certain of the initial terms for the Cardholder Loyalty Program are set forth on Schedule 1.4(b). Anything in this Section 1.4(e) or Schedule 1.4(b) to the contrary notwithstanding, the Cardholder Loyalty Program shall not require payment of an annual fee by the Cardholder unless Bank reasonably determines that market conditions have resulted in the need for such a fee to support the Affinity Program economics. In such case, prior to the implementation of such a fee, Bank shall consult with Boston College regarding such market conditions and the proposed amount of such fee prior to the implementation thereof.

(ii) The Cardholder Loyalty Program will be points-based and will permit the Cardholder to redeem points against a range of redemption offers with differing points levels. Representative examples of such rewards are set forth on Schedule 1.4(b). Bank shall bear all costs and expenses associated with the Cardholder Loyalty Program. Bank (or any vendor utilized by Bank to facilitate administration of the Cardholder Loyalty Program) shall separately arrange with Boston College to provide at least fifteen (15) types of merchandise or other Boston College-branded materials or Boston College "experiential rewards" (e.g., meeting athletic team coaches) for use as redemption awards for the Cardholder Loyalty Program ("Boston College Rewards"). Bank shall reimburse Boston College for its actual (not retail) cost of providing any Boston College Reward redeemed by a Cardholder in an amount equal to \$.01 *multiplied by* the points value assigned to a particular Boston College Reward; provided, that Bank and Boston College shall arrive at a mutually agreeable reimbursement rate for any "experiential rewards" prior the use thereof. Bank shall provide such reimbursement within thirty (30) days of receipt of an itemized invoice from Boston College in respect thereof. For purposes of clarity, any such reimbursement shall be in addition to the payments described on Schedule 2.2 and shall not be offset against any Payment Guarantee. The parties shall agree upon the process for fulfillment or the

providing of a particular Boston College Reward by Boston College or Bank to a Cardholder who has properly redeemed in accordance with the rules of the Cardholder Loyalty Program. In addition, Boston College agrees to provide a 10% discount for all purchases of goods made with the Credit Card at the Boston College Bookstore. Bank agrees to facilitate such discount to the extent feasible through the use of a scannable coupon or other mutually agreeable process at the point of sale, but shall otherwise provide such discount in monthly cardholder billing statements.

(e) In consultation with Boston College, Bank shall provide a design for the Credit Cards to be reviewed and approved by Boston College in accordance with Section 1.4(f). Subject to the provisions of Section 1.4(f) below, as applicable, Bank shall produce and distribute at its own expense Credit Cards, Credit Card mailer forms and billing statements, as well as Account application forms, Cardholder Agreements, and other standard Affinity Program materials (collectively, the "Standard Program Materials"). Bank shall also provide at its own expense "point of contact" materials for use by Boston College from time to time (as used herein, "point of contact" materials means promotion or solicitation materials, including take-one applications, that are meant for display and use by Boston College at mutually agreeable events at which individuals which are part of the Program Participant Pool are expected to attend). Boston College shall deploy and use such point of contact materials as reasonably requested by Bank and as otherwise set forth in Schedule 1.4(a).

(f) Boston College shall have the right to review and approve the use of the Marks on the Credit Card and approve the front design of the Credit Card, such approval not to be unreasonably withheld or delayed. Bank shall have the right to designate on the reverse side of the Credit Card such information, as Bank shall, in its sole discretion, deem appropriate; provided, that Bank shall provide to Boston College such designated content at the same time as Bank provides the design for the front of the Credit Card. Boston College shall also have the right to review and approve the use of the Marks on the other Standard Program Materials, which approval shall not be unreasonably withheld or delayed, and such Program Materials shall be used by Bank in all material respects as approved by Boston College; provided, that once such approval is received, and in the absence of a material alteration thereto by Bank, no further review or approval shall be required for the continued use (including re-printing and re-distribution) of such Standard Program Materials by Bank. Bank shall also submit to Boston College for its approval all proposed advertising and promotional materials contemplated by Section 1.4(a), as well as Premiums, with respect to which the Marks will be used. Boston College's review of such materials shall be limited to the manner in which the Marks are to be used on such materials and merchandise and the content of such materials to the extent necessary to reasonably assure the goodwill of its marks. Boston College shall respond to Bank's requests for approval within five (5) business days (and its failure to timely respond shall be deemed to be acceptance thereof) and Boston College's approval thereof shall not be unreasonably withheld. The foregoing to the contrary notwithstanding, Bank may without prior consent use the Marks to communicate legal or administrative information to any Cardholder or group of Cardholders, as the case may be, so long as such use is limited to the extent necessary to identify the Affinity Program or such Cardholder(s) Account as the subject of any such communication.

Section 1.5 Relationship Managers. Bank and Boston College shall each designate one employee (with sufficient authority to facilitate decision-making on behalf of Bank and Boston College, respectively, and with sufficient knowledge and experience to effectively and efficiently manage the relationship contemplated hereby) who shall be charged with day-to-day administrative responsibility for the Affinity Program (each, a "Relationship Manager") during the Term, and who shall make available a sufficient amount of his or her working time, attention, skill, and efforts necessary to furthering the interests of the Affinity Program. Either party may replace its Relationship Manager at any time upon notice to the other party, so long as the replacement Relationship Manager meets the foregoing qualifications.

Section 1.6 Marketing Plan; Program Reviews.

(a) In consultation with Boston College and subject to Boston College's approval rights as set forth below in this subsection 1.6(a), Bank shall prepare an annual marketing plan ("Marketing Plan") (x) promptly following the execution of this Agreement with respect to the first Program

Year, and (y) at least thirty (30) days prior to commencement of each Program Year after the first Program Year, setting forth the anticipated promotional activities for such Program Year for the Affinity Program and the Cardholder Loyalty Program. Promptly following completion of each such Marketing Plan, and in any event within ten (10) business days after submission of the Marketing Plan by the Bank to Boston College for approval, Boston College shall review such Marketing Plan. Failure by Boston College to timely respond to the request for approval shall be deemed to be acceptance thereof and its approval thereof shall not be unreasonably withheld. If Boston College disapproves of any aspect of any Marketing Plan, such disapproval shall be communicated to Bank in writing and accompanied by an outline of the reasons therefore, citing specific features of such Plan and the reasons why Boston College believes such features may impact negatively on its goodwill in the Marks or other activities of Boston College. Following any disapproval of a proposed Marketing Plan by Boston College and pending the submission of a revised Marketing Plan by Bank for approval pursuant to this Section 1.6, the Marketing Plan for the immediately prior Program Year shall remain in effect. Each of Bank and Boston College acknowledges and agrees that it shall be a material condition precedent to the obligations of the other under this Agreement (other than the obligation to prepare, review and approve the initial Marketing Plan as set forth in this Section 1.6(a)) that the parties shall have prepared and agreed upon the terms and conditions of the initial Marketing Plan.

(b) Bank and Boston College shall review, on a quarterly basis (which review may be by telephone), the assumptions and expectations underlying the current Marketing Plan and compare actual marketing results and overall Affinity Program and Cardholder Loyalty Program performance (including as set forth in the quarterly reports described in Schedule 1.8) to such assumptions and expectations. Based on such review, Bank shall use its reasonable efforts to adjust the use or frequency of use of the marketing channels contemplated by Schedule 1.4(a) as necessary to maximize the effectiveness of Affinity Program performance, including de-emphasizing under-performing channels as appropriate. In addition, in conjunction with Bank's preparation of the Marketing Plan prior to the end of each Program Year, Bank and Boston College shall meet at a mutually agreeable location to review marketing and overall performance and structure of the Affinity Program and the Cardholder Loyalty Program during such Program Year. Based on the substance of such annual reviews and taking into account the performance of the Affinity Program at the end of each Program Year, as well as prevailing market conditions for co-branded bankcard programs with a similar structure and similar economics to the Affinity Program at such time, if either party concludes that the Affinity Program, including interest rates and cardholder fees, is not, in the aggregate, competitive with such similar programs, taken as a whole, then the parties shall discuss measures to remediate such perceived shortfall(s) and Bank may make such adjustments as it, in good faith (with respect to which Bank, in its analysis of Affinity Program competitiveness, may specifically consider the impact of Affinity Program economics), deems appropriate to provide a value proposition to Cardholders through the Affinity Program and the Cardholder Loyalty Program and an overall program that is, in the aggregate, competitive with other co-branded bankcard programs employing a similar structure and with similar economics.

Section 1.7 Customer Service. Bank shall maintain adequately trained customer service representatives to service the Accounts, including customer inquiries and complaints arising in connection with the Affinity Program and the Cardholder Loyalty Program, in accordance with Bank's established customer service procedures. Such customer service staff shall be available 24 hours a day, 7 days a week. Bank shall enable its customer service response system to recognize in-bound calls from Cardholders as Affinity Program participants.

Section 1.8 Reports. Bank shall provide such reports as Boston College may reasonably request from time to time regarding the Affinity Program, but such reports, at a minimum, shall contain the information and be delivered with the frequency as set forth on Schedule 1.8 hereof. Bank shall also provide reporting with respect to the Cardholder Loyalty Program. The parties will mutually agree as to the format of such reports. The foregoing to the contrary notwithstanding, Bank's provision of the information contemplated by this Section 1.8 or in Schedule 1.8 shall be subject in all respects to applicable law and Bank's privacy policy in effect from time to time, and shall not include any personally identifiable information about Cardholders. Notwithstanding the foregoing, Bank shall not amend its

privacy policy so as to prohibit or restrict the delivery to Boston College of the aggregate data set forth on Schedule 1.8. unless required by law.

Section 1.9 Statement Messages and Inserts. Subject to the space, weight, size, content, and scheduling restrictions imposed by Bank's billing statement processor, and upon Bank's prior review and reasonable approval, Boston College may (i) at least one time per calendar quarter, include up to three (3) informational/promotional inserts, and (ii) at least once per month, include such statement messages, as Boston College may elect, in billing statements mailed by Bank to Cardholders. For the avoidance of doubt, Boston College shall have no right to use statement inserts or messages to solicit Cardholders for any financial or credit-related product. Inserts and statement messages that may be required by law, regulation or otherwise, shall have priority over such Boston College inserts and statement messages; provided, that Bank shall use commercially reasonable efforts to ascertain the need for such other priority insertions prior to scheduling any Boston College inserts or statement messages. Bank will pay for the normal cost of inserting and mailing statement inserts and Boston College shall pay the cost of preparing, producing and shipping to Bank or its mailing vendor the actual insert. In addition, if the inserts prepared by Boston College increase the standard postal expense incurred by Bank to mail statements with such inserts, Bank shall communicate such information to Boston College in advance, and Boston College shall either promptly (x) reimburse Bank for such incremental postage expense, or (y) notify Bank that it is authorized to remove the insert(s) from such mailing.

ARTICLE 2 BANK TO EXTEND CREDIT; AFFINITY PROGRAM ECONOMICS

Section 2.1 Bank to Issue Credit Cards.

(a) Bank shall administer the Affinity Program, including the solicitation, issuance and servicing of Credit Cards in connection therewith, in accordance with all applicable laws and regulations. Subject to federal, state and local law and any other applicable Association rules and regulations, during the Term, each Program Participant Pool member approved for an Account shall receive a Credit Card(s) issued by Bank. The right of any Cardholder to receive credit on such person's Account shall be governed by the terms of the applicable Cardholder Agreement between Bank and such Cardholder. Bank may from time to time, in its discretion, amend the Cardholder Agreements. Bank shall be entitled to retain for its own account all finance charges, late fees, returned check charges, other fees and charges of any type and all other amounts owing from or paid by Cardholders under the Affinity Program. Bank shall also be entitled to all bankcard interchange revenue received by Bank.

(b) In connection with the issuance of Credit Cards and the extension of credit to Cardholders,

(i) Bank shall establish (and may modify from time to time), in its discretion (x) the ordinary finance charge rates applicable to credit extended to Cardholders, and (y) all other terms upon which credit will be extended to Cardholders;

(ii) Bank shall establish (and may modify from time to time), in its discretion, the credit criteria to be used for evaluating applications and charges submitted under the Affinity Program; apply such criteria (consistently in the ordinary course of Bank's consumer credit underwriting function) to approve or decline applications received, establish Accounts, assign credit lines, evaluate for authorization incoming charges made by Cardholders; establish and enforce customer servicing policies and collection procedures, and decide when to terminate or suspend any Cardholder's credit privileges; and

(iii) Bank shall establish a separate "VIP process" for processing applications submitted by certain Program Participant Pool members whose names have been provided to Bank from time to time by Boston College; provided that Bank may, notwithstanding the provisions of the preceding clause (ii), but shall not be required to, alter the application of its credit criteria upon request from Boston College with respect to any particular "VIP".

Section 2.2 Royalties Payable to Boston College. In consideration of the use of the Marks and the Boston College Contact Lists and the exclusivity provisions set forth in this Agreement, Bank shall pay to Boston College the royalties set forth in Schedule 2.2 in accordance with the terms set forth therein. Boston College acknowledges and agrees that, anything in this Agreement to the contrary notwithstanding, Bank shall have no obligation to make any payment to Boston College under Schedule 2.2 unless and until the Exclusive Agent Contract (which shall include those marketing channels and solicitation opportunities designated in Schedule 1.4(a)), has been executed and delivered by Bank and the Exclusive Agent. If at any time during the first Program Year Bank purchases the existing portfolio of Boston College-branded credit card accounts from MBNA America, N.A. or its successor, such accounts shall be converted to and included in the Affinity Program and Boston College shall be compensated for such Accounts as provided in paragraphs 3(a) and 4 of Schedule 2.2.

Section 2.3 Ownership of Accounts, Account Documentation, Lists, Etc.

(a) Bank is the sole and exclusive owner of all Accounts and related information, including, without limitation, all applications, Cardholder Agreements, charge transaction data, charge slips, credit slips, credit information and documents or forms of any type and in any media relating to the Affinity Program (collectively, the "Account Documentation"), and is entitled to receive and deposit to its own account all payments made by Cardholders on Accounts. Bank is also the sole and exclusive owner of all lists of applicants, Cardholders and authorized Credit Card users (including, without limitation, names, addresses, and related credit information). Each list which (a) consists solely of the names and addresses of Cardholders and not other individuals on any Boston College Contact List, or (b) identifies or provides a means of differentiating Cardholders from other individuals on any Boston College Contact List shall be referred to herein as a "Cardholder List." Boston College acknowledges that it has no right, title or interest in any Accounts or Account Documentation or in any proceeds thereof or in any Cardholder List. Boston College further acknowledges that no Cardholder List or any of the Account Documentation will be deemed to be Confidential Information of Boston College for purposes of Section 6.2 hereof.

(b) Notwithstanding Section 2.3(a), Bank acknowledges and agrees that it has no ownership interest in any Boston College Contact List.

Section 2.4 Use of Cardholder List to Cross-Sell.

(a) Bank may, without the consent of Boston College, use the Cardholder List to solicit Cardholders for and offer to Cardholders (or arrange for a third party to solicit and/or provide) the products and services set forth on Schedule 2.4(a). Bank may not use the Marks in any such solicitations without the express written consent of Boston College and Bank shall follow any guidelines provided by Boston College in respect thereof. Bank may process charges for products and services marketed by Bank or third parties to Cardholders to their respective Accounts. Boston College will have no rights with respect to any proceeds of such additional products and services

(b) Bank may also, without the consent of Boston College, use the Cardholder List to solicit Cardholders for and offer to Cardholders (or arrange for a third party to solicit and/or provide) "personal loans" originated by Bank (or its affiliates); provided, that Bank shall pay to Boston College the Cross-Sell Bounty (as defined and) to the extent provided for in Schedule 2.2 with respect thereto. Bank may not use the Marks in any such solicitations without the express written consent of Boston College and Bank shall follow any guidelines provided by Boston College in respect thereof. For the purposes hereof, "personal loans" shall mean unsecured consumer loans.

(c) Bank may also, with the consent of Boston College (which consent shall not be unreasonably withheld or delayed, but which may take into account any royalty payable to Boston College in connection therewith), use the Cardholder List to solicit Cardholders for and offer to Cardholders (or arrange for a third party to solicit and/or provide) such other financial, credit or other products and services not included in Sections 2.4(a) or (b) as Bank may reasonably determine from time to time.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

Section 3.1 General Representations and Warranties. Each party makes the following representations and warranties to the other party on a continuing basis during the Term: (a) such party (i) is an entity duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization; and (ii) has the requisite power and authority and the legal right, without violating its organizational documents, or any agreement with any third party or any applicable law, rule, regulation or governmental or judicial decree, to conduct its business as presently conducted and hereafter contemplated to be conducted and to execute, deliver and perform this Agreement; (b) this Agreement has been duly executed and delivered by such party, and constitutes the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms; (c) all information furnished by such party to the other for purposes of or in connection with this Agreement is, at the time provided, true and correct to the best of such party's knowledge in all material respects; and (d) there is no fact known to such party (including, without limitation, threatened or pending litigation) that such party has not promptly disclosed to the other and that could materially and adversely affect the financial condition, business, property, or prospects of such party.

ARTICLE 4 TERM/TERMINATION

Section 4.1 Term. The term of this Agreement shall continue until August 31, 2013 (including any extensions contemplated in this Section 4.1, the "Term"), unless the parties shall agree in writing to extend the Term.

Section 4.2 Termination. Notwithstanding anything in Section 4.1 to the contrary, this Agreement may be terminated prior to the end of the Term as provided below:

(a) By either party (i) upon sixty (60) days prior written notice, if the other party materially breaches this Agreement and fails to cure such breach within 30 days following the delivery of such notice (setting forth in detail the nature of the default). If, however, the defaulting party reasonably concludes that the default cannot reasonably be cured within such 30 day period, such period shall be extended for an additional period of not more than thirty (30) days, so long as the defaulting party (x) has been diligently pursuing remediation of such default, (y) has notified the non-defaulting party in writing and in detail of its plans to finalize such remediation (including the substantive steps it anticipates taking in respect thereof) within such extended period, and (z) diligently continues pursuing the same to completion within such additional thirty (30) day period, or (ii) upon prior written notice to the other party if any representation, warranty or statement, made, or delivered by the other party shall prove not to have been true and correct in all material respects as of the date when made or delivered.

(b) In the event federal, state or local law, statute, operating rule or regulation changes in a manner that makes the interest rates or Cardholder fees being charged by Bank under this Affinity Program illegal, or any Association rule makes the continuing use of such rates or fees impossible (a "Material Adverse Change"), then Bank shall have the right to terminate this Agreement upon ninety (90) days' prior written notice (unless application of applicable law requires a shorter notice period); provided, that, unless Bank is taking "similar steps" with respect to Bank's other co-branded bankcard programs with similar interest rates and fees, then Bank may not exercise the termination right provided for herein ("similar steps" means Bank either has issued or is in the process of issuing a notice of termination with respect to such program(s) or, in the alternative, Bank has engaged or is in the process of engaging in negotiations to adjust the economics or the program structures applicable to such co-branded bankcard program(s)). For the avoidance of doubt, this Section 4.2(b) is not exercisable by Bank under circumstances where the Affinity Program proves to be merely unprofitable as a consequence of adverse market factors or general economic conditions or any reason other than a Material Adverse Change as defined above.

(c) By either party upon written notice to the other party, if the performance by the other party of its material obligations under this Agreement is prevented or materially impeded, without ability to cure, for a period of not less than one hundred twenty (120) consecutive days by a Force Majeure Event. As used in this Section, "Force Majeure Event" means any of the following: acts of God, fire, earthquake, explosion, accident, war, terrorist attack, nuclear disaster, riot, material changes in applicable laws or regulations, including but not limited to a change in state or federal law, or other event beyond a party's reasonable control, rendering it illegal, impossible or untenable for such party to perform as contemplated in, or to offer the Affinity Program on the terms contemplated under, this Agreement

Section 4.3 Post-Termination Rights of Bank and Boston College.

(a) Upon the expiration or earlier termination of this Agreement, Bank will have the right, in addition to and without waiving any other rights it may have under the terms of this Agreement or applicable law, to (i) convert the Accounts to another credit or charge program maintained by Bank or any of its affiliates (provided, that (x) any such program shall not have materially superior loyalty reward features relative to the Affinity Program or be branded with another educational institution or educational organization, and (y) Bank may continue to maintain the Accounts and use the Marks on Credit Cards issued at or prior to the expiration or earlier termination of this Agreement for up to nine (9) months following such expiration or earlier termination pending such conversion), or (ii) subject to Boston College's rights under Section 4.3(b), sell the Accounts, whether by securitization or otherwise to any third party. In any case in which this Agreement is terminated prior to the then scheduled expiration of the Term pursuant to Section 4.2, Bank may use the Marks for a period of up to 180 days following the effective date of such expiration, as applicable, to communicate with Cardholders and authorized users, in connection with any such conversion or sale; provided, that such use is limited to (x) identifying the Affinity Program or such Cardholder's Account as the subject of any such communication, or (y) maintaining the Accounts pending conversion as contemplated above, including the continuation of billing and collections in substantially the same manner as such functions were performed prior to the expiration or earlier termination of the Term. As of the end of such 180 day period or on or about the effective date of the expiration of the Affinity Agreement in any case in which this Agreement expires in accordance with Section 4.1, Bank shall convert all Standard Program Materials bearing the Marks (other than the Credit Cards) to a format that does not include the Marks. Bank's rights under this Section notwithstanding, not later than nine (9) months following the expiration or earlier termination of the Term, Bank shall terminate the purchase utility of all Credit Cards not otherwise previously converted to another credit or charge program as contemplated by clause (ii) above. For the avoidance of doubt, following the expiration or earlier termination of this Agreement, Bank shall cease using the Marks for any solicitations of products or services.

(b) In the event this Agreement is terminated by Boston College pursuant to Section 4.2(a) due to an uncured default by Bank, Boston College shall have the right to purchase or to designate a third party to purchase the Accounts from Bank in accordance with the terms of Schedule 4.3 hereof. With respect to any other circumstance in which the this Agreement terminates or expires, the parties shall enter into good faith discussions for a period of up to forty-five (45) days regarding a sale of the Accounts to Boston College (or its third party designee) pursuant to Schedule 4.3 hereof; provided, that Bank shall have no obligation to agree to such a sale.

(c) In connection with the expiration or earlier termination of the Affinity Program, each of Bank and Boston College shall, if requested by the other, reasonably and timely cooperate in the joint preparation and distribution of a notice to Cardholders that the Affinity Program has terminated (including with respect to the use of such party's name and/or marks). Unless the parties shall otherwise agree, such notice shall be communicated through statement messages or other standard Cardholder communication. If the parties elect to create a dedicated notice, the parties shall share equally in the cost of such notice. The notice shall be disseminated as of the end of the 180 day period referred to in Section 4.3(a) above or on or about the effective date of the expiration of the Affinity Agreement in any case in which this Agreement expires in accordance with Section 4.1. The foregoing shall not preclude or restrict Boston College from communicating with the Program Participant Pool regarding the termination of the Affinity Program through its own channels.

Section 4.4 Survival. Except as expressly provided to the contrary in this Agreement, all of the terms, conditions and covenants of this Agreement shall terminate and cease to be of any force or effect following the expiration or termination of the Term. The foregoing to the contrary notwithstanding, all warranties, representations and indemnities contained herein and the parties' obligations under Sections 2.3, 4.3 and 4.4 and under Articles 3, 5, and 6 (except Section 6.3) shall survive the expiration or termination of this Agreement and the Final Liquidation Date. As used in this Agreement, "Final Liquidation Date" shall mean the date that is twenty-four (24) months after the effective date of such expiration or termination date.

ARTICLE 5 INDEMNIFICATION

Section 5.1 Indemnification by Boston College. Boston College agrees to indemnify, defend and hold harmless Bank, its affiliates, and their respective employees, officers, directors and agents, from and against any and all losses, liabilities, and damages of any and every kind (including, without limitation, any costs, expenses or reasonable attorneys' fees incurred by any indemnified party) (collectively, "Losses") to the extent such Losses arise out of, are connected with, or result from: (a) any breach by Boston College of any of the terms, representations, warranties, covenants, or other provisions contained in this Agreement; (b) any act or omission, where there was a duty to act, by Boston College or its employees, officers, directors or agents in connection with the Affinity Program; (c) Bank's use of the Marks in accordance with the terms of this Agreement; (d) Bank's use of any Boston College Contact List in accordance with the terms of this Agreement; or (e) any default by the Exclusive Agent under the Exclusive Agent Contract. The foregoing indemnity obligation of Boston College shall not include any obligation to indemnify for Losses resulting from the gross negligence, willful misconduct or illegal conduct of Bank.

Section 5.2 Indemnification by Bank. Bank agrees to indemnify, defend and hold harmless Boston College, its affiliates, and their respective employees, trustees, officers, directors and agents, from and against any and all Losses to the extent such Losses arise out of, are connected with or result from: (a) any breach by Bank of any of the terms, representations, warranties, covenants, or other provisions contained in this Agreement; or (b) any act or omission, where there was a duty to act, by Bank or its employees, officers, directors, or agents in connection with the Affinity Program. The foregoing indemnity obligation of Bank shall not include any obligation to indemnify for Losses resulting from the gross negligence, willful misconduct or illegal conduct of Boston College.

Section 5.3 Force Majeure. Anything in this Affinity Agreement to the contrary notwithstanding, neither party (a) shall be deemed to be in breach of this Agreement if it fails to perform any obligation hereunder and such failure is a result of a Force Majeure Event, (b) nor shall the other party shall be required to perform its obligations hereunder until the party subject to such Force Majeure Event has effected a cure with respect thereto; provided that, if the party subject to such Force Majeure Event effects such a cure, then the other party shall, as soon as reasonably practicable thereafter, perform any obligations such other party elected to suspend during such Force Majeure Event.

Section 5.4 Notice. Each party hereto shall promptly notify the other party of any claim, demand, suit or threat of suit of which that party becomes aware that may give rise to a right of indemnification pursuant to this Agreement. The indemnifying party will be entitled to participate in the settlement or defense thereof and, if the indemnifying party elects, to take over and control the settlement or defense thereof with counsel reasonably satisfactory to the indemnified party. In any case, the indemnifying party and the indemnified party will cooperate (at no cost to the indemnified party) in the settlement or defense of any such claim, demand, suit or proceeding.

ARTICLE 6 MISCELLANEOUS

Section 6.1 Payment Terms and Rights of Setoff and Recoupment. Unless specifically provided for in another Section of this Agreement or unless otherwise agreed to in writing by the parties,

(a) any amount(s) payable by Boston College to Bank or Bank to Boston College, as the case may be, under this Agreement shall be paid within 20 days of receipt of an invoice from the other party, and (b) any such payments shall be made by check or if reasonably requested by either party, wire transfer. Nothing in this Section or any other provision of this Agreement is intended to limit either party's common law rights of setoff and recoupment.

Section 6.2 Confidentiality. All material and information supplied by one party to the other party in connection with the Affinity Program, including, but not limited to, information concerning a party's marketing plans, objectives or financial results ("Confidential Information"), is confidential and proprietary. All such information will be used by each party solely in the performance of its obligations and exercise of its rights pursuant to this Agreement. Each party will receive Confidential Information from the other party in confidence and will not disclose such Confidential Information to any third party, except (i) as contemplated under this Agreement; (ii) as may be agreed upon in writing by the party providing such Confidential Information; (iii) in the case of Bank, to an affiliate of Bank; (iv) in the case of Boston College, to the management company engaged with respect to the Affinity Program, to the extent necessary, in exercising or enforcing its rights under this Agreement (provided, that any such disclosure by Boston College of any Cardholder Information shall be subject in all respects to the provisions of Schedule 1.2(e) and Boston College shall enter into such written agreements as are contemplated by paragraph (c) thereto); (v) to the extent necessary, in exercising or enforcing its rights under this Agreement; or (vi) as required by law, regulation or court order. Each party will use its commercially reasonable and diligent efforts to ensure that its officers, employees, attorneys and agents (including, in the case of Boston College, the management company referred to in clause (iv) above and, in the case of Bank any Bank-affiliate referred to in clause (iii) above) take such action as will be necessary or advisable to preserve and protect the confidentiality of Confidential Information. Upon written request after the Final Liquidation Date, each party will return to the party providing such Confidential Information all such Confidential Information in its possession or control. Confidential Information will not include information in the public domain and information lawfully obtained from a third party.

Section 6.3 Exclusivity; Right of First Offer.

(a) Except as noted below in connection with previously issued MBNA credit cards, from and after the date of the Program Commencement Date and continuing until the expiration or earlier termination of the Term, Bank shall have the exclusive right to issue credit, charge or debit cards bearing the Marks and to perform the credit and/or charge card services contemplated by this Agreement, and Boston College will not use or allow the use of the Marks (or any other marks, tradestyles, logos or similar proprietary designations owned, licensed or otherwise controlled by Boston College or its affiliates) to, or otherwise promote, sponsor, solicit, permit solicitation of, or make available to any consumer or group of consumers, including the individuals included in the Program Participation Pool, any credit card program, charge card or charge program or debit or secured card program or facility (including any Boston College-branded, on-line, internet, general purpose payment service (e.g., "Bill-Me-Later")) other than credit provided in connection with the Affinity Program. The foregoing to the contrary notwithstanding, Boston College shall have the right to enter into an agreement (or agreements) with one or more third party banks through which Boston College may enhance the utility of any branded student identification cards to include debit and/or ATM functions linked to checking accounts issued by such third party banks. Furthermore, (i) Boston College's acceptance of advertising, sponsorships and promotional opportunities from other credit card companies shall not be considered a violation of this provision provided Boston College does not (x) offer its Marks, name, likeness or anything substantially similar to its Marks, name or likeness for use on either credit cards or premiums used to acquire credit cards; or (y) allow any other credit card issuer access to tabling at games for solicitation of credit card applications; and, (ii) it shall not be a violation of this Section 6.3(a) for credit cards bearing the Boston College marks, which were previously issued by MBNA America, N.A. (or its successor) under an agreement with the Boston College Alumni Association, to remain in use until the expiration dates appearing on such cards.

(b) Until the expiration or termination of this Affinity Agreement, if Boston College desires to make arrangements for the provision by any person of any consumer credit or financing program not otherwise prohibited under Section 6.3(a), then Boston College shall engage in good faith

discussions with Bank for a period of not less than forty-five (45) days regarding the possibility of Bank (or an affiliate of Bank) providing such a program. If Bank and Boston College fail to reach mutually satisfactory terms upon which Bank may offer such credit or financing products, Boston College may make arrangements for such a program with another third party, subject to the provisions of Section 6.3(a).

Section 6.4 Intellectual Property. Boston College acknowledges and agrees that all technology, software, or other material developed, invented, created or authored by Bank in connection with the Affinity Program shall belong solely and exclusively to Bank, including all intellectual property rights relating thereto; provided, that the foregoing shall in no way grant Bank any rights in the tradenames, trademarks or other rights of Boston College in and to such intellectual property.

Section 6.5 Assignability. Neither party may assign this Agreement, or its rights or obligations hereunder, without the prior written consent of the other party, which consent shall not be unreasonably withheld except that Bank may, without Boston College's consent, (a) assign this Agreement to an affiliate, (b) securitize all or any portion of the Accounts or any related rights or interests herein, and (c) use subcontractors to perform obligations of Bank hereunder; provided, that no such assignment, securitization or subcontracting shall relieve Bank of its obligations to Boston College hereunder.

Section 6.6 Amendment. This Agreement may not be amended except by written instrument signed by the parties hereto.

Section 6.8 Nonwaiver; Remedies Cumulative. No delay by any party hereto in exercising any of its rights hereunder, or in the partial or single exercise of such rights, shall operate as a waiver of that or any other right. No right under any provision of this Agreement may be waived except in writing and then only in the specific instance and for the specific purpose for which such waiver was given. The rights and remedies provided for in this Agreement are cumulative and are not exclusive of any other rights, powers, privileges or remedies provided for by law or in equity.

Section 6.9 Severability. If any provision of this Agreement is held to be invalid, void or unenforceable, all other provisions shall remain valid and be enforced and construed as if such invalid provision were never a part of this Agreement.

Section 6.10 Governing Law. Except to the extent superceded by federal law applicable to banks or savings associations, this Agreement and all rights and obligations hereunder, including, but not limited to, matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of Utah. THE PARTIES HERETO WAIVE THEIR RIGHT TO REQUEST A TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING IN ANY COURT OF LAW, TRIBUNAL, OR OTHER LEGAL PROCEEDING ARISING OUT OF OR INVOLVING THIS AGREEMENT, OR ANY DOCUMENT DELIVERED IN CONNECTION HERewith, OR RELATING TO ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 6.11 Further Assurances. Each party hereto agrees to execute all such further documents and instruments and to do all such further things as any other party may reasonably request in order to give effect to and to consummate the transactions contemplated hereby.

Section 6.12 Entire Agreement. This Agreement (together with the schedules and appendices attached hereto) is the entire agreement of the parties with respect to the subject matter hereof and supersedes all other prior understandings and agreements whether written or oral.

Section 6.13 Notices. All notices, demands and other communications provided for in this Agreement shall be in writing or (unless otherwise specified) by telephonic facsimile transmission and shall be sent by certified mail or nationally-recognized overnight courier, or delivered to the other party at the address set forth in the preamble paragraph to this Agreement, or at such other address as shall be

designated by such party in a written notice given to the other party in accordance with the terms of this Section 6.13. Copies of any notices sent by Bank to Boston College hereunder shall simultaneously be sent by Bank to the following addresses: (i) Boston College 140 Commonwealth Avenue, Chestnut Hill, MA 02467 Attention: Joseph M. Herlihy General Counsel; and (ii) Boston College 140 Commonwealth Avenue, Chestnut Hill, MA 02467 Attention: Peter C. McKenzie, Financial Vice President and Treasurer. Copies of any notices sent by Boston College to Bank hereunder shall simultaneously be sent by Boston College to the following address: GE Consumer Finance, Americas, 1600 Summer Street, Fifth Floor, Stamford, CT 06927, Attn: General Counsel. All such notices and communications if duly given or made, when sent by certified mail, shall be effective three business days after deposit in the mails, when sent by overnight courier shall be effective one business day after delivery to such overnight courier, and otherwise shall be effective upon receipt.

Section 6.14 Mis-Directed Payments; Limited Power of Attorney. Boston College shall not accept any payment on an Account and shall make available at all locations or venues at or through which Cardholders may seek information about the Program the address to be used for making payments on Accounts directly to Bank. If notwithstanding the foregoing, Boston College inadvertently receives any payment on an Account, Boston College agrees that it will receive and hold such payment in trust for Bank and will promptly (but not later than three (3) business days after receipt thereof) deliver such payment to Bank in the form received together with such endorsements or other documents of assignment as may be necessary to permit Bank to receive the benefit thereof to the same extent as if payment had been made directly to Bank. Boston College further authorizes and empowers Bank to sign and endorse Boston College's name upon any checks, drafts, money orders or other forms of payment in respect of any Account that may have been issued by the Cardholder in Boston College's name. This limited power of attorney conferred in this Section 6.14 is deemed a power coupled with an interest and will be irrevocable prior to the Final Liquidation Date.

Section 6.15 No Partnership. Nothing contained in this Agreement shall be construed to constitute Bank and Boston College as partners, joint venturers, principal and agent, or employer and employee.

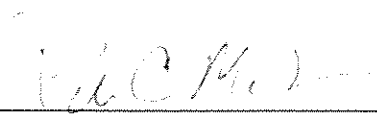
Section 6.16 No Consequential Damages. Except with respect to (a) the indemnification obligations of each party in respect of third party claims, and (b) each party's obligations under Sections 6.2 and 6.3, in no event shall either party be liable to the other for (i) any consequential, special or incidental damages arising from such party's actions under this Agreement, or (ii) any claim for punitive damages arising from such party's actions under this Agreement.

Section 6.17 Multiple Counterparts. This Agreement may be executed in any number of multiple counterparts, all of which shall constitute but one and the same original.

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IN WITNESS WHEREOF, Bank and Boston College have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

TRUSTEES OF BOSTON COLLEGE

By 
Its Financial Vice President and Treasurer

GE MONEY BANK

By 
Its EVP

SCHEDULE 1.2(a)
To
Affinity Program Agreement

BOSTON COLLEGE DELIVERABLES

During the Term, Boston College shall provide to Bank the following information at the following times:

(a) Not less than five (5) days following the date of this Agreement, a data file containing the name and residential mailing address and, where available, the telephone number and e-mail address (collectively, "Contact Information") for each of the following except for those who have expressly requested that Boston College not provide his/her personal information to third parties: (1) Boston College student contemplated by clause (d) below, (2) graduate student then enrolled with Boston College, (3) alumnus of Boston College, (4) staff member then employed by Boston College, (5) faculty member then employed by or under contract with Boston College, and (6) parents of any individuals included in clauses (1) through (3) of this paragraph (a) included in Boston College's files as a charitable donor or endowment participant (the foregoing constituencies are collectively referred to as the "Program Participant Pool");

(b) In addition to the information required under paragraph (a) above, (1) for each student, graduate student or alumni contemplated by such paragraph, Boston College shall also provide such person's date of graduation, type of degree and "major" area of study, and charitable donation designation, (2) for each employee contemplated by such paragraph, such person's position of employment or job title, and (3) for each donor or endowment participant contemplated by such paragraph (to the extent not included in either clause (1) or (2) of this paragraph (b)), such person's charitable donation designation (the information required by this paragraph (b) is collectively referred to as the "Contact Profile Information");

(c) Not less than five (5) times during each Program Year as reasonably requested by Bank, an updated data file for each information category in paragraphs (a) and (b) above; and

(d) Six (6) months prior to the graduation from Boston College of each undergraduate class, a data file containing Contact Information and as applicable, the Contact Profile Information, for each individual in such matriculating undergraduate class.

The foregoing lists, including the Contact Information and the Contact Profile Information, are collectively referred to herein as the "Boston College Contact Lists" and each a "Boston College Contact List". All Boston College Contact Lists shall be provided to Bank by Boston College at no additional cost to Bank. Without otherwise derogating from Boston College's obligations under this Schedule 1.2(a), Boston College shall only be required to provide Bank with the Contact Information and the Contact Profile Information actually in its files at the time a particular Boston College Contact List is delivered to Bank. Boston College hereby represents and warrants to Bank on a continuing basis during the Term that (x) it is Boston College's customary practice to obtain and retain in its files accurate Contact Information and Contact Profile Information for each group of individuals included in the Program Participant Pool and to periodically update such information in the ordinary course of Boston College's business, (y) Boston College has only included Contact Information and Contact Profile Information in each Boston College Contact List supplied to Bank that is in compliance with the Boston College Privacy Disclosures (as defined in Section 1.2(b)) and applicable law (and each such list shall only include information pertaining to individuals eighteen (18) years of age and older) and (z) that it has the right to provide the Boston College Contact Lists as provided for herein. The form of data file for such Boston College Contact Lists shall be a magnetic tape, cartridge, or any other media which is mutually agreed upon by the parties (and, in any case, such data file shall be accompanied by a file layout).

SCHEDULE 1.2(e)
To
Affinity Program Agreement
Privacy Measures

(a) Boston College and Bank will only use, maintain and/or disclose Cardholder Information (as defined below) in compliance with all applicable privacy and security laws and with the policies set forth in this Schedule 1.2(e) and related disclosures made by Bank (collectively, the "Bank Privacy Disclosures"), and each will ensure that persons to whom it transfers Cardholder Information do the same. Boston College acknowledges that by receiving Cardholder Information it shall be subject to the applicable provisions of the Gramm-Leach-Bliley Act (the "Gramm-Leach-Bliley Act" as defined in Title V, Subtitle A of 15 U.S.C. 6801 et seq. (as it may be amended from time to time) and the implementing privacy and security regulations issued thereunder (as the same may be amended from time to time)). For purposes of this Agreement, "Cardholder Information" shall mean any or all of the following, as the case may be, all lists of Cardholders and applicants generated by the Program (including, without limitation, names, addresses, telephone numbers, e-mail addresses, dates of birth, social security and similar numbers, and account and similar access numbers).

(b) Boston College and Bank will each establish and maintain appropriate administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the Cardholder Information. These safeguards will be designed to protect the security, confidentiality and integrity of the Cardholder Information, ensure against any anticipated threats or hazards to its security and integrity, and protect against unauthorized access to or use of such information or associated records which could result in substantial harm or inconvenience to any Cardholder or applicant.

(c) Boston College and Bank will each ensure that any third party to whom it transfers or discloses Cardholder Information signs a written contract with the transferor in which such third party agrees to (i) restrict its use of Cardholder Information to the use specified in the written contract; (ii) to comply with all applicable laws (including, without limitation, privacy and security laws and the reuse and redisclosure provisions of the Gramm-Leach-Bliley Act) and the Bank Privacy Disclosures, and (iii) implement and maintain appropriate safeguards as stated in paragraph (b) above. Information transferred by Bank on Boston College's behalf or at Boston College's direction will be considered information transferred by Boston College hereunder. Boston College agrees to transfer or make available to third parties only such Cardholder Information as is reasonably necessary to carry out the contemplated task.

(d) Each of Boston College and Bank shall notify the other party immediately following discovery or notification of any actual or threatened breach of security of the systems maintained by the Boston College and Bank, respectively. The party that suffers the breach of security (the "Affected Party") agrees to take action immediately, at its own expense, to investigate the actual or threatened breach, to identify and mitigate the effects of any such breach and to implement reasonable and appropriate measures in response to such breach. The Affected Party also will provide the other party with all available information regarding such breach to assist that other party in implementing its information security response program and, if applicable, in notifying affected Cardholders. For the purposes of this subsection (d), the term "breach of security" or "breach" means the unauthorized access to or acquisition of any record containing personally identifiable information relating to a Cardholder or an applicant, whether in paper, electronic, or other form, in a manner that renders misuse of the information reasonably possible or that otherwise compromises the security, confidentiality, or integrity of the information.

(e) Notwithstanding anything else contained in this Agreement, neither Bank nor Boston College will, and neither of them will be obligated to, take any action that either of them believes in good faith would violate, or is reasonably likely to cause either of them to violate, any applicable law (including, without limitation, privacy and security laws and the reuse and redisclosure provisions of the Gramm-Leach-Bliley Act) or the Bank Privacy Disclosures, or that would cause either of them to become

a "consumer reporting agency" for purposes of the federal Fair Credit Reporting Act, as it may be amended from time to time.

(f) Boston College and Bank, respectively, will use reasonable measures designed to properly dispose of all records containing personally identifiable information relating to Cardholders, whether in paper, electronic, or other form, including adhering to policies and procedures that require the destruction or erasure of electronic media containing such personally identifiable information so that the information cannot practicably be read or reconstructed.

SCHEDULE 1.3
To
Affinity Program Agreement
MARKS



EAGLES
BOSTON COLLEGE™



TM

SCHEDULE 1.4(a)

To
Affinity Program Agreement

Marketing Assets Table

(I) The solicitation and marketing opportunities set forth in this section (I) to be conducted by Bank, subject to the frequency limitations indicated and the applicable provisions of Section 1.4.

<i>Marketing Channel Assets</i>	<i>Quantities (Annual)</i>	<i>Allowable Frequency of Solicitation</i>
• Direct Mail	134,000 mailable addresses year one/All available thereafter	Ongoing
• Outbound telemarketing	113,500 alumni telephone numbers available year one/All available thereafter	Ongoing
• Student Marketing	Senior (approximately 2,500/yr) and Graduate Students (approximately 4,700/yr) Only	4 direct mail campaigns/yr 2 outbound telemarketing campaigns/yr

(II) The solicitation and marketing opportunities set forth in this section (II) to be provided by Boston College or the Exclusive Agent as indicated, subject to the frequency limitations indicated, as well as the applicable provisions of Section 1.4.

	<i>Marketing Channel Assets</i>	<i>Quantities (Annual)</i>	<i>Allowable Frequency of Solicitation</i>
	<ul style="list-style-type: none"> • Athletic Programs (To be provided by Exclusive Agent) 	Full-page, full-color ad in football, basketball and hockey programs.	Production and placement of ad at Bank's expense via Exclusive Agent Contract.
	<ul style="list-style-type: none"> • Jumbotron and PA announcements (To be provided by Exclusive Agent) 	One (1) video board announcement supported by a public address mention during each home football, basketball, and hockey game.	Each home football, basketball and hockey game

	<ul style="list-style-type: none"> • Stadium Signage (To be provided by Exclusive Agent) 	<ul style="list-style-type: none"> • Conte Forum: Each Basketball and Hockey game. - Bank/Program will receive 10 minutes of TV-visible courtside rotational LED signage at Conte Forum. • Alumni Stadium: Each football game - Announcement in both end zones (53'W x 4'H) 	Each home game
	<ul style="list-style-type: none"> • University Athletic Events Tabling (To be provided by Exclusive Agent) 	<ul style="list-style-type: none"> -Football: Average attendance 43,000 -Basketball: Average Attendance 6,400 -Hockey: Average Attendance 5,600 	Ongoing (Bank to conduct at its discretion and expense via Exclusive Agent Contract)
	<ul style="list-style-type: none"> • Email Event Reminders - Link in email event reminders 	18,000 email addresses of reunion class members	2x Year

<ul style="list-style-type: none"> • Email: 	Alumni Newsletters <ul style="list-style-type: none"> - Bank link on Benefits page in monthly Evenings & Weekends emails 	33,000 Alumni addresses	9x per year
	Athletics Newsletters <ul style="list-style-type: none"> - Advertising and/or editorial content regarding Affinity Program in monthly email newsletters with click-through button to Bank's web page. 	7,500 Athletics addresses	
	<ul style="list-style-type: none"> • Other Athletic channels 	<ul style="list-style-type: none"> - Season Ticket inserts to 8,000 addresses -Selected email communications to ticket purchasers 	Ongoing Inserts to be provided by Bank
	<ul style="list-style-type: none"> • BC.edu/friends/alumni.com • bceagles.collegesports.com 	Average 9,000 unique visits per month Average 158,000 unique visits per month	Ongoing Prominent placement with link to Bank's application page
	<ul style="list-style-type: none"> • BC Fund Fundraising Campaigns 	Inclusion in script	During fundraising campaigns

	<ul style="list-style-type: none"> Alumni Reunions Tabling Space 	3,500 in attendance at annual event in June	Annually To be conducted by Bank at its option
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SCHEDULE 1.4(b)

To Affinity Program Agreement

Overview of Boston College Rewards and Loyalty Program

The following represents a general overview of certain of the terms and conditions that will apply to the Affinity Program. A comprehensive statement of all applicable terms and conditions will be distributed to each Cardholder that elects to participate therein.

Eligibility

The Affinity Program is provided by Bank and is restricted to Cardholders who maintain an Account. If the Cardholder's right to use the Account is suspended for any reason, participation in the Affinity Program will be suspended. If a Cardholder's Account is terminated for any reason, participation in the Affinity Program will be terminated.

Points Accumulation

A Cardholder will accumulate one point for each \$1.00 of net purchases financed on such Cardholder's Account. Balance transfers and cash advances will not be eligible to earn reward points. Returns and other purchase credits and adjustments will result in a debit to the points balance. The amount of points accrued is calculated each day and is rounded down to the nearest whole dollar each day. Points will not be credited to an Account and will not be available for redemption until the next billing period for the Account after such calculation is performed.

Bonus Points

From time to time, Cardholders may be offered special points offers. For example, a Cardholder could receive an offer to (i) accumulate more than one point for each dollar financed in excess of \$1,000 of net purchases on such Cardholder's Account, or (ii) accumulate points for non-Purchase transactions, such as balance transfers to the Cardholder's Account.

Awards

Sample Affinity Program reward options are set forth below. The number of Affinity Program reward points required to redeem a particular award demonstrated below are for discussion only and may be subject to change by Bank. Certain restrictions will apply to the following Affinity Program reward and will be set forth in detail in the Cardholder's "Terms and Conditions" applicable to the reward statement for the Affinity Program

Award Description

Award	Description
Travel	<ul style="list-style-type: none">▪ Airline Tickets▪ Hotel Stays▪ Car Rentals
Gift Cards	<ul style="list-style-type: none">▪ Restaurants▪ Travel Related
Merchandise	<ul style="list-style-type: none">▪ Jewelry▪ Home products▪ Recreation▪ GE Appliances
Cash	<ul style="list-style-type: none">▪ Branded stored value cards

Boston College Redemption Options (to be provided by Boston College subject to reimbursement by loyalty vendor)	<ul style="list-style-type: none"> ▪ Apparel ▪ Donations ▪ Sporting Events
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Award Description

Example of Redemption Options: For Discussion Only

Points Required	Description
3,500	\$25 Starbucks® gift card
4,000	\$25 Gift Certificate to be used at Boston College University Bookstore or as a donation to school
4,500	Boston College –branded Sweatshirt
7,500	\$50 American Airlines® gift certificate, \$50 Gift Card for Borders® or Waldenbooks®, Olive Garden® or Red Lobster®
11,000	One free weekend night. Participating hotels: Wyndham® Hotels, Wyndham® Resorts, Residence Inns®, Courtyard by Marriott® and Fairfield Inns®. Or, 2-day car rental at Alamo Rent-A-Car or National Car Rental.
12,500	\$100 gift certificate from Sharper Image®, \$100 Home Depot® gift card, \$100 Lands End Gift Certificate, \$100 L.L. Bean gift certificate or \$100 Pottery Barn® gift certificate.
17,500	Canon® Sure Shot 2X Zoom 35MM Camera
25,000	One free domestic airline ticket, maximum value \$400

Redemption Channels

For redemption, the Cardholder may contact the Affinity Program at the toll-free number listed in the welcome kit or online at the "Boston College Rewards" branded website. All air travel, hotel, car and vacation awards will be booked through Loyalty Travel Services using their reservation system. All redemptions are final. Affinity Program reward point credits will not be issued for any cancelled travel arrangements or returned certificates or gift cards.

Loss of Points and Expiration of Points

A Cardholder could forfeit all accrued Affinity Program reward points in any of the following circumstances:

- If two consecutive minimum payments on the Cardholder's Account are not paid when due;
- If the Cardholder's Account is closed for any reason (other than as a result of a lost or stolen card, in which case all accrued Affinity Program reward points will be applied to the replacement card).

In addition, Affinity Program reward points will expire 60 months after the date that such points were applied to the Account.

Redemption of Points

Only the primary Cardholder may redeem Affinity Program reward points. Multiple Cardholders may not combine Affinity Program reward points for redemption purposes. Affinity Program reward points do not constitute property of the Cardholder. Except as expressly permitted by Bank in writing, points and awards are not transferable or assignable under any circumstances, including (i) upon death, (ii) as part of a domestic relations matter, or (iii) otherwise by operation of law.

SCHEDULE 1.8
To
Affinity Program Agreement

BANK REPORTS

1. Monthly report of the following:
 - Open Accounts
 - New Accounts (by channel)
 - Statement Active Accounts (meaning Accounts receiving billing statements in any given month)
2. Quarterly Acquisition Reporting:

For each marketing channel, the following actual metrics:

 - Quantities
 - Response Rate
 - Approval Rate
 - Gross (Approved) New Accounts
 - Net (Activated) New Accounts
3. Quarterly Rewards Points Accumulation and Redemption Reporting:
 - Points Redeemed for Boston College rewards
 - Points Redeemed for non-Boston College rewards
4. Quarterly Portfolio Reporting:
 - Total Open Accounts
 - Total Active Accounts
 - Total New Accounts
 - Total Open Debit
 - % Debit Active
 - % Voluntary Attrition (Once Annually)
 - % Involuntary Attrition (Once Annually)
 - Total Purchase Volume
 - Average Purchase Volume/Active Account
 - Total Outstandings
 - Average Outstandings/Active Account
5. Quarterly Compensation Reporting
 - Number of new Boston College Originated Accounts
 - Boston College Originated Account Bounty
 - Eligible Credit Card Net Program Sales \$ Amount
 - Percentage Royalty Payment

SCHEDULE 2.2
To
Affinity Program Agreement

Royalties Payable to Boston College

Subject to the terms and conditions set forth below, during the Term Bank shall pay to Boston College the following amounts at the following times:

(1) Signing Bonus. As an incentive for Boston College to enter into this Agreement (including the provisions of Section 6.3), (i) within ten (10) business days after both of the following have occurred (and subject to the conditions in the last sentence of each of Sections 1.4(c) and 1.6(a)): (x) the execution of this Agreement; and (y) receipt from Boston College of the Boston College Contact Lists contemplated by Section 1.2(a) and Schedule 1.2(a), Bank shall pay to Boston College an "Incentive Bonus" in the amount of One Million Dollars (\$1,000,000). If, during any Program Year, Bank elects to terminate the Agreement under Section 4.2(a) or (b), or if either party elects to terminate the Affinity Program pursuant to Section 4.2(c), then Boston College shall pay to Bank the applicable "Termination Fee"; provided, that Boston College's obligation to pay the Termination Fee shall cease after the third Program Year in the case of a termination by Bank under paragraph 4.2(b) or a termination by Boston College under paragraph 4.2(c). Termination Fee shall mean, on any date, an amount equal to (x) Eleven Thousand Nine Hundred Five Dollars (\$11,905), *multiplied by* (y) the number of months, if any, rounded up to the next integer, remaining before the end of the Term; provided, that if any notice of termination by Bank under Section 4.2(a) or (b), or by either party under Section 4.2(c), is delivered prior to the Program Commencement Date, the Termination Fee shall be One Million Dollars (\$1,000,000).

(2) Account Bounty.

(a) Subject to the provisions set forth in this paragraph (2), as well as the provisions of paragraphs(5)(b) and (6) below, Bank shall pay to Boston College a royalty for Accounts that are opened through the Program (the "Account Bounty") as follows: (a) Eighty Five Dollars (\$85) for each Boston College-Originated Account that is opened for an alumni or faculty or staff member of Boston College who did not previously have a Credit Card Account under the Program; (b) Sixty Five Dollars (\$65) for each Boston College-Originated Account that is opened for a student (including graduating seniors and graduate students) of Boston College or any other individual who did not previously have a Credit Card Account under the Program, and (c) Three Dollars (\$3) for each Account opened through the Program (but which is not a Boston College-Originated Account) for an individual who did not previously have a Credit Card Account under the Program.

(b) The foregoing provisions of paragraph (2)(a) to the contrary notwithstanding, Bank shall not pay an Account Bounty with respect to a new Account, unless such Account was (x) "Debit Active" at least once within the first three (3) complete billing cycles after such Account was opened (provided that such Debit Activation must occur prior to the effective date of the expiration or termination of this Agreement), and (y) "In Good Standing" at all times during the period from the date such Account becomes Debit Active until the end of the calendar quarter following which payment of the Account Bounty would be due (as contemplated by paragraph (2)(c) below).

(c) At the end of each calendar quarter, Bank will determine the Accounts for which the third complete billing cycle after the initial Account opening date occurred during such calendar quarter. Within thirty (30) days after the end of each such calendar quarter, Bank will pay an Account Bounty for each such Account satisfying all preconditions to payment of the Account Bounty set forth in this paragraph (2).

(d) As used in this Schedule 2.2, the following terms have the following meanings: "Boston College-Originated Account" means an Account with respect to which the credit application or corresponding information submitted to Bank for purposes of establishing such Account was originated through any Account acquisition channel other than the following: (i) direct mail solicitation (unless the

cost of such solicitation was paid for by Boston College), outbound telemarketing (unless the cost of such telemarketing campaign was paid for by Boston College), or any in-bound telephone call taken by Bank's application processing personnel (including as a result of any "Jumbotron" or other stadium/forum advertising/promotion (including signage), or ads placed in any athletic event program); "Debit Active" means a billing statement was issued for the Account showing a purchase balance at the end of the billing cycle of not less than \$25; provided, that cash advance and balance transfer balances, and any finance charges, other charges, or miscellaneous fees imposed by Bank, shall not be considered for purposes of determining whether an Account was Debit Active; "In Good Standing" means an Account on which none of the following has occurred: (i) a Cardholder has filed for bankruptcy; (ii) Bank determines that the Account opening was fraudulent or unauthorized; (iii) the Account has been closed (whether such closure is initiated by Bank or the Cardholder) or had its credit privileges suspended or de-activated at any time after Debit Activation; (iv) the Account has been charged off in accordance with Bank's standard accounting practices, or (v) the Account was more than five (5) days delinquent with respect to the billing cycle immediately preceding the applicable payment date (*i.e.*, the end of the applicable calendar quarter with respect to paragraph (2)(c) and the applicable anniversary date with respect to paragraph (3)).

(3) Renewal Bounty; Cross-Sell Bounty.

(a) Subject to the limitations set forth in this paragraph (3)(a), as well as the provisions of paragraphs (5)(b) and (6) below, within thirty (30) days after the end of each calendar quarter, Bank shall pay to Boston College an amount equal to the product of (i) Three Dollars (\$3.00), and (ii) the number of Accounts with respect to which the anniversary date of the opening of such Account occurred during any month within such calendar quarter (the "Renewal Bounty"); provided, that only an Account which was an "Active Account" (meaning such Account had a debit or credit balance at any time after the beginning of the complete billing cycle immediately preceding any date of determination) during the calendar month preceding such anniversary date and which was In Good Standing as of such anniversary date shall be included.

(b) If at any time Bank elects to solicit Cardholders for "person loans" as contemplated in Section 2.4(b), then, subject to the limitations set forth in this paragraph (3)(b), as well as the provisions of paragraphs (5)(b) and (6) below, within thirty (30) days after the end of each calendar quarter, Bank shall pay to Boston College an amount equal to the product of (i) Five Dollars (\$5.00), and (ii) the number of "personal loans" that were (x) opened for Cardholders as a direct result of any such solicitation, and (y) "Activated" (meaning that such loan had a debit balance) during such calendar quarter (the "Cross-Sell Bounty") during such quarter; provided, that unless a "personal loan" is "Activated" within the first thirty (30) days after such loan was opened, Bank shall have no obligation to pay the Cross-Sell Bounty with respect thereto.

(4) Percentage Royalties. Subject to the limitations set forth in this paragraph (4), as well as the provisions of paragraphs (5)(b) and (6) below, Bank shall pay to Boston College a Royalty (the "Percentage Royalty") as follows:

(a) During Program Years one (1) and two (2), an amount equal to 0.50% (50 basis points) of Net Program Sales during the applicable "Earn-Out Period" (as defined in paragraph (5)(b) below) and, following the expiration of the Earn-Out Period applicable to any Program Year, an amount equal to 0.35% (35 basis points) of Net Program Sales for the duration of such Program Year.

(a) During Program Years three (3) through seven (7), an amount equal to 0.75% (75 basis points) of Net Program Sales during the applicable Earn-Out Period and, following the expiration of the Earn-Out Period during any Program Year, an amount equal to 0.50% (50 basis points) of Net Program Sales for the duration of such Program Year.

The Percentage Royalty will be calculated by Bank for each calendar quarter and paid to Boston College within thirty (30) business days after the end of the applicable calendar quarter. Notwithstanding the foregoing, Bank shall not be obligated to pay a Percentage Royalty for any Account that is not In Good

Standing at all times during the calendar quarter for which such Percentage Royalty is being calculated, or for any Net Program Sales generated after termination or expiration of this Agreement. As used in this paragraph, "Net Program Sales" means for any given period, the aggregate amount of charges to the Accounts of Cardholders during such period less aggregate credits to Accounts during such period, in each case as reflected in the charge transaction data received by Bank during such period.

(5) Payment Guarantee and Earn-Out Period; Recovery.

(a) Provided Bank has not given notice of termination under Section 4.2, Bank shall pay to Boston College the following amounts at the following times (each such payment to Boston College, a "Guarantee Payment"): (i) within ten (10) business days after August 31, 2006 (the "Initial Guaranty Payment Date") (but only if Boston College has delivered the Boston College Contact Lists contemplated by Section 1.2(a) and Schedule 1.2(a) and subject to the conditions of the last sentence of each of Sections 1.4(c) and 1.6(a)), the difference between Six Hundred Thousand Dollars (\$600,000) and the Exclusive Agent Payment for the first Program Year, (ii) within ten (10) business days after the first anniversary of the Initial Guaranty Payment Date, the difference between Six Hundred Thousand Dollars (\$600,000) and the Exclusive Agent Payment for the second Program Year, and (iii) within ten (10) business days after (x) the second anniversary of the Initial Guaranty Payment Date, and (y) each such anniversary thereafter until the expiration or earlier termination of the Agreement, the difference between One Million One Hundred Thousand Dollars (\$1,100,000) and the Exclusive Agent Payment for the applicable Program Year. If, during any Program Year, Bank elects to terminate the Agreement under Section 4.2(a) or (b), or if either party elects to terminate the Affinity Agreement pursuant to Section 4.2(c), then Boston College shall pay to Bank the applicable "Unearned Guarantee Payment" for such Program Year. As used in this paragraph, the following terms have the following meanings: "Unearned Guarantee Payment" means, on any date of determination during any Program Year, the amount by which the sum of the (i) Guarantee Payment *plus* (ii) the Exclusive Agent Payment paid to the Exclusive Agent for such Program Year exceeds the sum of all Account Bounty, Renewal Bounty, Cross-Sell Bounty and Percentage Royalty payments due and payable under paragraphs (2), (3)(a), (3)(b) and (4), respectively, for such Program Year, but which were not paid based on the provisions of paragraph (5)(b) below; and, "Exclusive Agent Payment" shall mean, for any Program Year, the amounts paid or to be paid by Bank to the Exclusive Agent for such Program Year under the Exclusive Agent Contract.

(b) With respect to any Program Year and the provisions of paragraphs (2), (3)(a), (3)(b) and (4) to the contrary notwithstanding, until the first calendar quarter following (i) the Program Commencement Date with respect to the first Program Year, and (ii) the anniversary of the Program Commencement Date with respect to subsequent Program Years, Bank shall have no obligation to make any payments under any of such paragraphs for the particular Program Year unless and until the sum of all Account Bounty, Renewal Bounty, Cross-Sell Bounty and Percentage Royalty payments otherwise payable under such paragraphs equals or exceeds the sum of (x) the Guarantee Payment *plus* (y) any Exclusive Agent Payment made by Bank to the Exclusive Agent for such Program Year. With respect to the first calendar quarter when such payment is due, Bank shall pay Boston College the amount by which the sum of all accrued (since the beginning of the applicable Program Year) but not paid Account Bounty, Renewal Bounty, Cross-Sell Bounty and Percentage Royalty payments as of the end of such quarter exceeds the sum of (x) the Guarantee Payment *plus* (y) any Exclusive Agent Payment made by Bank to the Exclusive Agent for such Program Year. With respect to each succeeding calendar quarter thereafter, Bank shall make payments under each of paragraphs (2), (3)(a), (3)(b) and (4) pursuant to the terms and conditions thereof. The period from the beginning of any Program Year until Bank is obligated to begin making payments under each of paragraphs (2), (3)(a), (3)(b) and (4) pursuant to this paragraph (5)(b) is referred to herein as the "Earn-Out Period".

(6) Final Payment of Account Bounty and Percentage Royalty. As of the expiration or termination of this Agreement, Boston College shall be entitled to a final payment of (i) the Percentage Royalty, as well as to an Account Bounty and Renewal Bounty for each Credit Card Account otherwise satisfying the criteria of paragraphs (2), (3)(a) and (4), respectively, and (ii) the Cross-Sell Bounty otherwise satisfying the criteria of paragraph (3)(b), in each case as of the effective date of such expiration or termination. Anything in paragraphs (2) or (4) to the contrary notwithstanding, for purposes

of such final payments, each Account included in the calculation of any such payments need only be In Good Standing as of the effective date of such termination or expiration (*i.e.*, not for the entire quarter set forth in paragraph (4) or the entire period contemplated by clause (b)(i)(y) of paragraph (2)). Bank shall pay the final Percentage Royalty, Account Bounty, Renewal Bounty and Cross-Sell Bounty on all such Accounts within sixty (60) days after the effective date of such expiration or termination.

SCHEDULE 2.4(a)
To
Affinity Program Agreement
Approved Cross-Sell List

- Debt Cancellation
- Payment Cancellation
- ID Track
- Critics Choice Entertainment
- Entertainment Club
- Travel (Perfect Getaways)
- Travel news Today (online newsletter)
- Roadside Assistance
- Wellness (Benefits solutions)
- Legal Service Plan
- My Health, My Way
- Concierge Service
- Home Solutions (security based)
- PC Care (like "Geek Squad")
- Long-Term Care
- Guaranteed Life
- Home Equity Line of Credit

SCHEDULE 4.3
To
Affinity Program Agreement

Boston College Purchase Option

If this Agreement is terminated by Boston College pursuant to Section 4.2(a) as a result of an uncured material breach by Bank, then Boston College, or a purchaser designated or selected by Boston College (in either case, the "Purchaser"), will have the right to purchase the Credit Card Accounts (the "Portfolio"), which right shall be exercisable by written notice given within ten (10) days after the date of Boston College's notice to terminate the Agreement ("Purchase Notice"), subject to the following terms and conditions:

(a) The purchase price for the Portfolio payable to Bank in immediately available funds shall be the greater of (i) 120% of the outstanding balances on all Accounts as of the date of purchase, and (ii) the fair market value of the Portfolio determined in accordance with the provisions below. The sale will be effected pursuant to a purchase agreement containing customary representations, warranties, covenants and indemnities for a sale of such nature. Upon request by Boston College, Bank shall provide such due diligence information as it typically provides to prospective purchasers of credit card account portfolios; provided, that any potential Purchaser shall have first executed a confidentiality agreement reasonably satisfactory to Bank. Bank shall negotiate modifications to the terms of the confidentiality agreement in good faith and in a timely manner.

(b) In the event that Bank and a Purchaser do not agree on the fair market value of the Portfolio within forty-five (45) days after Boston College designates such Purchaser as the potential Purchaser, the fair market value to be paid to Bank shall be determined by third parties as follows: Bank and the Purchaser shall each select an independent third person having expertise in the credit card industry in evaluating credit card portfolios for sale ("Original Appraisers") within thirty (30) days following the expiration of the forty-five (45) day negotiation period, which Original Appraisers shall together determine the purchase price of the Portfolio. If the Original Appraisers are unable to agree on a purchase price within thirty (30) days after both Original Appraisers have been selected ("Original Valuation Period"), they shall select a third appraiser having similar expertise in the credit card industry to determine such purchase price ("Third Appraiser"). The Third Appraiser shall be provided with all materials considered by the Original Appraiser and shall reach a decision with respect to the purchase price within thirty (30) days of submission of materials to such Third Appraiser. In the event that the Original Appraisers are unable to agree on the Third Appraiser within five (5) days after the end of the Original Valuation Period, each Original Appraiser will identify and list, in a descending order of preference, three (3) individuals having expertise in the credit card industry. The Original Appraisers will compare their lists and agree to select as a Third Appraiser the first name, if any, that appears on both lists. In the event that the Original Appraisers still have not agreed or been able to select the Third Appraiser within fourteen (14) days after the end of the Original Valuation Period, either may request that the New York office of the American Arbitration Association in accordance with its rules select a Third Appraiser having appropriate expertise in the credit card industry. Each party shall be responsible for the costs and expenses of the Original Appraiser selected by it and shall bear one half of the costs and expenses of the Third Appraiser, if any.

(c) If the Original Appraisers are unable to agree on a single fair market valuation, then the fair market value of the Portfolio will be the average of the two appraisals prepared by the Original Appraisers and the appraisal of the Third Appraiser; provided, however, that if the high or low appraisals shall deviate more than fifteen (15%) percent from the middle appraisal, such high or low appraisal(s) shall be disregarded and the fair market value shall be either the average of the two remaining appraisals or, if both the high and low appraisal deviated by more than 15%, then the fair market value shall be amount of the middle appraisal.

(d) Upon determining the fair market value for the Portfolio as set forth above, the Original Appraisers or the Third Appraiser, as the case may be, shall be directed to communicate the Purchase Price promptly in writing to Bank, Purchaser and Boston College and such communication shall include a detailed statement of the assumptions and methodology that provided the basis for the determination.

(e) Upon termination of the Affinity Program and, if applicable, the transfer of the Portfolio to the Purchaser, the parties shall cooperate to ensure a smooth wind down and/or transfer of the Affinity Program, as the case may be. Subject to the establishment of mutually agreeable terms and conditions, including a duration reasonably acceptable to Bank, Bank (or its affiliate) shall provide interim servicing to the Purchaser of the Portfolio in a manner consistent with the servicing standards Bank generally applies to its own account portfolios of similar size and character. Until Boston College's right to purchase the Portfolio expires or is deemed waived pursuant to the terms set forth in this Schedule, Bank shall not solicit any Cardholder to convert or otherwise convert any Account to any other card or account issued by Bank or any affiliate of Bank, but will reissue expiring Boston College Cards with a new Boston College Card. If, notwithstanding the good faith and timely efforts of Bank and Purchaser to agree upon terms of sale for the Portfolio, such sale is not consummated within 9 months after the effective date of the expiration or earlier termination of the Affinity Program, Boston College's purchase right set forth in this Schedule 4.3 shall be deemed waived.

**EXHIBIT A
To
Affinity Program Agreement**

EXCLUSIVE AGENT CONTRACT

[TO BE ATTACHED UPON EXECUTION PURSUANT TO SECTION 1.4(c)]

BC

August 18, 2006

GE Money Bank
777 Long Ridge Road, Building A
Stamford, CT 06927
Attn: Mr. Scott Young

Dear Scott,

This letter sets forth the agreement (the "Agreement") between New England Sports Enterprises LLC d/b/a Fenway Sports Group ("FSG") as authorized agent for the Trustees of Boston College ("BC") (FSG and BC hereinafter collectively referred to as the "Team") and GE Money Bank (the "Sponsor") with respect to the provision by FSG of marketing opportunities and promotional rights to the Sponsor in connection with the conduct of the credit card program ("Card Program") to be provided by Sponsor and BC pursuant to that certain Consumer Bankcard Affinity Agreement by and between Sponsor and BC ("Credit Card Agreement"), which Card Program will be offered to alumni, donors, students and other individuals affiliated with Boston College. Subject to the terms and conditions set forth herein, the parties hereby agree as follows:

I. Signage Rights.

A. The Sponsor shall have the following signage rights at Boston College (or such other venues listed below through which BC conducts home athletic events) during each year of the Term (as defined below):

1. Alumni Stadium Signage. During each regular season football game scheduled to be played by BC at Alumni Stadium, Program Marks (as defined in Section V.A below) selected by the Sponsor shall be displayed for a total of not less than six (6) minutes on the LED video display system located above each end zone.
2. Conte Forum Signage.
 - a. During each (x) regular season BC men's and women's basketball and (y) regular season men's hockey game played by BC at Conte Forum, Program Marks selected by the Sponsor shall be displayed for a total of not less than six (6) minutes on the LED video display system located at each end of Conte Forum.
 - b. FSG shall display Program Marks selected by the Sponsor on the contiguous rotating panels on the advertising modules positioned

along one side of the basketball court at Conte Forum. Each such panel shall be approximately four feet high by ten feet wide (4'x10') and shall be visible within the seating bowl for a total of not less than (10) minutes during each regular season BC men's and women's basketball home game played at Conte Forum.

- B. FSG reserves the right to relocate any of the signage granted hereunder to mutually agreeable location(s) (and FSG shall provide Sponsor with reasonable advance notice of such intended relocation) with comparable visibility within the applicable venue in the event any of the agreed upon location(s) cease to be available for any reason.
 - C. With respect to the signage rights granted hereunder, the Sponsor shall, at its sole cost and expense, (i) design any materials to be placed on any static signage and (ii) design any artwork or graphic animations to be displayed on any rotational or electronic signage systems.
 - D. FSG shall cause BC to maintain and make all necessary repairs to keep any signage or signage systems to be displayed pursuant to this Agreement in presentable and working condition.
 - E. The design, layout, content and usage of all signage copy and materials covered in this Agreement shall be subject to the approval provisions of the Credit Card Agreement. If it desires to do so at any time during the Term, the Sponsor may change its copy and/or materials at its sole cost and expense, but still subject to such approval provisions.
 - F. The logo marks and all other promotional materials placed by the Sponsor on the signage set forth in this Section I shall comply with all National Collegiate Athletic Association rules and regulations and all applicable Federal, State and/or local statutes, ordinances, rules, regulations, orders, laws and by-laws. Without limiting the foregoing, it shall be the responsibility of FSG, in conjunction with BC, to ensure such compliance as part of the approval process referred to in the preceding paragraph F.
 - G. The Sponsor acknowledges and agrees that the signage rights granted hereunder shall only apply to home BC athletic events at the specified venues and shall not apply to uses of such venues for non-BC purposes.
- II. Promotional Rights. The Sponsor shall receive the following additional sponsorship and promotional rights and benefits during each year of the Term:
- A. Use of BC Marks. The Sponsor acknowledges that use of the Program Marks (other than the Sponsor Marks) is subject to the prior written approval of BC under the controlling provisions of the Credit Card Agreement and that

nothing herein shall be deemed to derogate from such provisions. FSG expressly reserves the right to grant to others licenses to use BC's name, nicknames, logos, trademarks, trade names, service marks, trade dress, or other identifying features owned, controlled, cleared for use by BC (the "BC Marks") to the extent provided for in the BC Agreement (as defined in Section V.A below). The Sponsor acknowledges that BC is the exclusive owner of the BC Marks and all of the goodwill related thereto and symbolized thereby, and that BC shall own and retain full rights to the BC Marks, the goodwill and all registrations that may be related thereto. The terms of this Section II.A shall survive the expiration or earlier termination of this Agreement.

- B. Videoboard Displays. During each (x) BC men's and women's basketball game and men's hockey game played at Conte Forum and (y) each BC football game played at Alumni Stadium, Program Marks selected by the Sponsor shall be displayed for one (1) thirty second (:30) period on the videoboard system located in each of the respective facilities. Such videoboard display shall be accompanied by an audio announcement identifying the Sponsor as an official sponsor of BC athletics.
- C. Card Promotional Benefits. FSG shall provide the Sponsor with the following benefits to promote the Cards:
1. Tabling Opportunities. The Sponsor shall be entitled to distribute Card promotional material from two locations within Alumni Stadium during BC home football games, and from one location within Conte Form during each (x) men's and women's basketball game, and (y) men's hockey game. The location(s) within each of the playing facilities from which such promotional material may be distributed shall be prominently placed locations reasonably acceptable to the Sponsor; provided, that each such location shall be no more than ten feet high by ten feet wide (10' x 10'). The Sponsor shall be solely responsible for creating all such promotional material and all costs and expenses associated therewith, but all such material shall be subject to the approval provisions of the Credit Card Agreement.
 2. Mailing. From time to time during the Term and as reasonably determined by FSG, but in no event less than two (2) times during the 2006-2007 Academic Year (as defined below) and no less than three (3) times per Academic Year thereafter for the remainder of the Term, Sponsor promotional material shall be included in regularly scheduled mailings to season ticket holder distribution lists for each of the BC football, men's and women's basketball, and men's hockey teams. The Sponsor shall be responsible for producing promotional material to be included in such mailings and all costs and expenses associated therewith, but all such material shall be subject to the approval provisions of the Credit Card Agreement.

3. Email Newsletter. FSG shall promote the Card Program in monthly editions of the BC athletics electronic newsletters distributed to BC season ticket holders and other subscribers, and shall include an electronic link within such newsletter to a Card website, which site shall be operated and maintained by the Sponsor at its sole cost and expense and FSG shall have no obligations or liabilities in connection therewith. The content of any such promotion shall be provided by Sponsor and shall be subject to the approval provisions of the Credit Card Agreement.
 4. Program Advertisements. The Sponsor shall receive one (1) full page color advertisement in each edition of the official game day programs for BC football, men's basketball and men's hockey for the purposes of promoting the Card. The Sponsor shall be responsible, at its own cost, for creating all program artwork and providing such artwork to the Team in the requested format by the date specified by FSG; provided, that notice of such date shall not be less than forty-five (45) days in advance thereof. All program advertising artwork and content shall be subject to the approval provisions of the Credit Card Agreement.
- D. Card Rewards Program Benefits. During each year of the Term, FSG shall provide the Sponsor with the following benefits to be used for loyalty reward redemption purposes in connection with the Cardholder Loyalty Program (as defined in the Credit Card Agreement):
1. Luxury Box Events. The Sponsor shall receive one (1) luxury box for one BC football, men's basketball and men's hockey game that shall each include food, beverages and luxury box game tickets for 12 people. The game date for each such event shall be mutually agreed upon by the parties, subject to availability as determined by FSG.
 2. Game Tickets.
 - a. Basketball. The Sponsor shall receive two (2) tickets for each of the regular season home games scheduled to be played by the BC men's basketball team. Such seats shall be in a desirable location, as determined by FSG, and FSG shall notify the Sponsor of the location of such seats not less than twenty (20) days prior to the beginning of the applicable season.
 - b. ACC Basketball Tournament. The Sponsor shall receive two tickets to all Atlantic Coast Conference basketball tournament games. The location of such tickets shall be determined by FSG and FSG shall notify the Sponsor of the location of such

seats as soon as reasonably practicable prior to the beginning of the tournament.

- c. Football. The Sponsor shall receive two tickets and one parking pass for each regular season home game scheduled to be played by the BC football team. The location of such tickets shall be in a premium seating location determined by FSG and FSG shall notify the Sponsor of the location of such seats not less than twenty (20) days prior to the beginning of the applicable season. Use of the parking pass to be provided to the Sponsor hereunder shall be subject to the terms and conditions set forth thereon.
 - d. Hockey. The Sponsor shall receive two tickets and one parking pass for each regular season home game scheduled to be played by the BC men's hockey team. The location of such tickets shall be in a premium seating location determined by FSG and FSG shall notify the Sponsor of the location of such seats not less than twenty (20) days prior to the beginning of the applicable season. Use of the parking pass to be provided to the Sponsor hereunder shall be subject to the terms and conditions set forth thereon.
 - e. "Frozen Four" Hockey Tournament. The Sponsor shall receive two tickets to any Frozen Four tournament game in which the Boston College Men's Hockey team participates. The location of such tickets shall be determined by FSG and FSG shall notify the Sponsor of the location of such seats as soon as reasonably practicable prior to the beginning of the tournament.
3. Football Road Game. FSG shall provide the Sponsor with one trip to a BC football away game (the "Road Trip"). Such Road Trip shall be for four (4) people and shall include roundtrip airfare on the airline designated by FSG, two (2) hotel room accommodations for one night in a hotel determined by FSG and four game tickets in seating locations determined by FSG. FSG shall notify the Sponsor of the location of such seats as soon as reasonably practicable prior to the date of the Road Trip. Such Road Trip game shall be mutually agreed upon by the parties but subject to ticket availability as determined by FSG. FSG shall not be responsible for any costs and expenses associated with the Road Trip that are not expressly set forth herein including, without limitation, meals and hotel room incidental charges.

4. Training Camp Experience. The Sponsor shall receive the opportunity for two guests to attend a BC football training camp session on each of two mutually agreed upon dates. Each guest shall have the opportunity to meet and greet a BC football coach and shall receive a BC athletics gift package to be determined by FSG.
5. Golf Outing. FSG shall cause either the BC Athletic Director or a mutually agreed upon BC coach to participate in one (1) round of golf with three (3) Sponsor designees. The location and date of such golf outing shall be mutually agreed upon by the parties, but scheduling for such outing shall be subject to BC coach or Athletic Director availability. The Sponsor shall be responsible for all costs and expenses associated with the golf outing including, without limitation, greens fees.
6. Alumni Stadium Experience. The Sponsor shall receive the opportunity for a mutually agreed upon number of guests to participate in a touch football game at Alumni Stadium on a mutually agreed upon date. FSG shall provide the Sponsor with access to Alumni Stadium for the game but the Sponsor shall be solely responsible for all costs and expenses incurred in connection therewith. FSG expressly disclaims all liability for any loss, damage or injury in connection with such game and the Sponsor hereby assumes all risk in connection therewith.
7. Conte Forum Experience. The Sponsor shall receive the opportunity for a mutually agreed upon number of guests to participate in a hockey or basketball game at Conte Forum on a mutually agreed upon date. FSG shall provide the Sponsor with access to Conte Forum for such game, but the Sponsor shall be solely responsible for all costs and expenses that may be incurred in connection therewith. FSG expressly disclaims all liability for any loss, damage or injury in connection with such game and the Sponsor hereby assumes all risk in connection therewith.
8. Yawkey Center Tours. On each of four (4) mutually agreed upon dates, FSG shall provide eight Sponsor designees with a VIP tour of the Yawkey Center at BC.
9. Fulfillment Process. Prior to the launch of the Card Program, FSG and Sponsor will mutually agree on each party's roles and responsibilities, as well as business processes and service levels, with regard to the FSG reward program items listed in this Agreement. These roles, responsibilities, and processes will include such items as order taking, transfer and receiving customer information for fulfillment purposes, fulfilling of rewards, and the servicing of customers.

III. Term. The term of this Agreement shall commence on August 31, 2006 and terminate on August 31, 2013 (the "Term"); provided, however, any provisions that expressly survive the expiration or earlier termination of this Agreement shall continue in full force and effect until the expiration of the applicable statute of limitations. For the purposes of this Agreement, the period commencing August 15 of any calendar year and terminating on April 30 of such year shall be defined as an "Academic Year". In the event of a termination of the Credit Card Agreement, this Agreement shall automatically terminate as of the effective date of termination of the Credit Card Agreement.

IV. Sponsorship Fees.

A. In consideration of the rights and benefits granted to the Sponsor hereunder, the Sponsor shall pay FSG the following amounts at the following times:

1. One Hundred Thousand Dollars (\$100,000) for the 2006-2007 Academic Year due in two equal payments each in the amount of Fifty Thousand Dollars (\$50,000) on November 15, 2006 and January 15, 2007;
2. One Hundred Five Thousand Dollars (\$105,000) for the 2007-2008 Academic Year due in two equal payments each in the amount of Fifty Two Thousand Five Hundred Dollars (\$52,500) on November 15, 2007 and January 15, 2008;
3. One Hundred Ten Thousand Two Hundred Fifty Dollars (\$110,250) for the 2008-2009 Academic Year due in two equal payments each in the amount of Fifty Five Thousand One Hundred Twenty Five Dollars (\$55,125) on November 15, 2008 and January 15, 2009;
4. One Hundred Fifteen Thousand Seven Hundred Sixty Two Dollars (\$115,762) for the 2009-2010 Academic Year due in two equal payments each in the amount of Fifty Seven Thousand Eight Hundred Eighty One Dollars (\$57,881) on November 15, 2009 and January 15, 2010;
5. One Hundred Twenty One Thousand Five Hundred Fifty Dollars (\$121,550) for the 2010-2011 Academic Year due in two equal payments each in the amount of Sixty Thousand Seven Hundred Seventy Five Dollars (\$60,775) on November 15, 2010 and January 15, 2011;
6. One Hundred Twenty Seven Thousand Six Hundred Twenty Eight Dollars (\$127,628) for the 2011-2012 Academic Year due in two equal payments each in the amount of Sixty Three Thousand Eight Hundred

Fourteen Dollars (\$63,814) on November 15, 2011 and January 15, 2012;

7. One Hundred Thirty Four Thousand and Nine Dollars (\$134,009) for the 2012-2013 Academic Year due in two equal payments each in the amount of Sixty Seven Thousand Four Dollars and Fifty Cents (\$67,004.50) on November 15, 2012 and January 15, 2013.

- B. Except as otherwise specifically provided in this Agreement, each of the parties shall pay its own costs and expenses incurred in performing their respective obligations under this Agreement.

V. Representations and Warranties.

- A. FSG hereby represents, warrants and covenants that: (i) all necessary licenses, agreements, permits, waivers, releases, registrations, approvals and/or authorizations required in connection with this Agreement have been or shall be timely obtained and will be valid and sufficient for the Team's performance under this Agreement; (ii) FSG shall comply with all applicable federal, state and local laws, rules and regulations in carrying out its obligations hereunder; (iii) in the course of performing services hereunder, FSG will use its commercially reasonable efforts to protect the trademarks, service marks, trade names, designs, logos and/or copyrights of the Sponsor (the "Sponsor Marks"), as well as those mutually agreed upon by the Sponsor and BC for use in connection with the Card Program (the "Card Program Marks") and, together with the Sponsor Marks, "Program Marks"); FSG agrees that any use of any Sponsor Marks shall be with the Sponsor's prior written consent, for Sponsor's sole benefit and shall not create any right in FSG with respect to the Sponsor's Marks and any such use shall terminate upon the expiration or termination of this Agreement; (iv) pursuant to a separate agreement between BC and FSG (the "BC Agreement"), FSG is authorized to grant the rights set forth herein and to perform the obligations attributable to it hereunder; and (v) FSG has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and the execution, delivery and performance of this Agreement by FSG has been duly and validly authorized and approved.
- B. The Sponsor hereby represents, warrants and covenants that: (i) all necessary licenses, agreements, permits, waivers, releases, registrations, approvals and/or authorizations required in connection with this Agreement have been or shall be timely obtained and will be valid and sufficient for the Sponsor's performance under this Agreement; (ii) the Sponsor shall comply with all applicable federal, state and local laws, rules and regulations in carrying out its obligations hereunder; and (iii) the Sponsor has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder,

and the execution, delivery and performance of this Agreement by the Sponsor has been duly and validly authorized and approved.

VI. Indemnity.

- A. The Sponsor shall indemnify and hold harmless FSG and its members, partners, officers, directors, employees, affiliates, representatives and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of (i) the conduct of the Card Program, including without limitation, the solicitation, issuance and administration of credit cards thereunder, (ii) the Sponsor's performance of this Agreement, (iii) the Sponsor's actions, omissions to act or negligence, and/or (iv) the Sponsor's breach of any representation, warranty or agreement set forth herein. FSG shall promptly notify the Sponsor of any claim or litigation to which the indemnity set forth in this paragraph applies. The Sponsor agrees to defend all actions to which such indemnity applies and to conduct the defense thereof at the Sponsor's sole expense and by the Sponsor's counsel, which counsel shall be satisfactory to FSG. FSG may not settle any suit, action or claim to which an indemnification obligation applies under this Section VI.A without the prior written approval of the Sponsor.
- B. FSG shall indemnify and hold harmless the Sponsor and the members, partners, officers, directors, employees, affiliates, representatives and agents of the Sponsor from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of (i) FSG's performance of this Agreement, (ii) FSG's actions, omissions to act or negligence, (iii) and/or FSG's breach of any representation, warranty or agreement set forth herein. The Sponsor shall promptly notify FSG of any claim or litigation to which the indemnity set forth in this paragraph applies. FSG agrees to defend all actions to which such indemnity applies and to conduct the defense thereof at FSG's sole expense and by FSG's counsel, which counsel shall be satisfactory to the Sponsor. The Sponsor may not settle any suit, action or claim to which an indemnification obligation applies under this Section VI.B without the prior written approval of FSG.

VII. Termination. In addition to the termination rights provided for elsewhere herein:

- A. The Sponsor may terminate this Agreement:
1. Upon any breach by FSG of any provision, agreement or obligation hereunder that is not cured within thirty (30) days of receiving notice of such breach; provided, however, that if such breach cannot be cured within such thirty (30) day period, but the breach is capable of cure within a reasonable period of time which is acceptable to the Sponsor, and FSG diligently pursues such cure, FSG shall be allowed such agreed upon time period to cure such default.

2. If, by order of a competent authority, a receiver, liquidator or trustee (or the equivalent thereof in the jurisdiction in question) of FSG or any of the property or assets of FSG shall be appointed, and such receiver, liquidator or trustee shall not have been discharged within thirty (30) days from the date of the making of such order, or if by decree of such authority FSG shall be adjudicated or determined to be bankrupt or insolvent, or if FSG shall file a petition in voluntary bankruptcy, shall make an assignment for the benefit of or enter into a composition with its creditors, shall seek to terminate its existence or shall otherwise seek to wind up its affairs; or

B. FSG may terminate this Agreement:

1. If, by order of a competent authority, a receiver, liquidator or trustee (or the equivalent thereof in the jurisdiction in question) of the Sponsor or any of the property or assets of the Sponsor shall be appointed, and such receiver, liquidator or trustee shall not have been discharged within thirty (30) days from the date of the making of such order, or if by decree of such authority the Sponsor shall be adjudicated or determined to be bankrupt or insolvent, or if the Sponsor shall file a petition in voluntary bankruptcy, shall make an assignment for the benefit of or enter into a composition with its creditors, shall seek to terminate its existence or shall otherwise seek to wind up its affairs; or
2. Upon any material breach by the Sponsor of any provision, agreement or obligation hereunder that is not cured within thirty (30) days of such breach (including with respect to a payment default under Section V.B. above); provided, however, that if there occurs a non-monetary breach which cannot be cured within such thirty (30) day period, but which is capable of cure within a reasonable period of time acceptable to FSG, and the Sponsor diligently pursues such cure, the Sponsor shall be allowed such agreed upon time period to cure such default.

C. In the event of a default by the Sponsor hereunder which is not cured within the applicable cure period set forth above, FSG's sole remedy shall be to terminate this Agreement in accordance with this Section VII and, thereafter, to recover the pro rata share of any unpaid amounts due FSG under Section V.B. above (based on the provision of services hereunder as of such date relative to amounts previously paid by the Sponsor) solely for the remainder of the applicable Academic Year. For the avoidance of doubt, FSG shall have no right to receive any payment under Section V.A. above for any Academic Year after the Academic Year within which any such default by the Sponsor occurs. In the event of a default by FSG hereunder which is not cured within the applicable cure period set forth above, the Sponsor's sole

remedy shall be to terminate this Agreement in accordance with this Section VII and, thereafter, right to recover from FSG the pro rata share of any amounts paid under paragraph V.A. above (based on the failure of FSG to provide services hereunder as of such date relative to the amounts previously paid by the Sponsor) for such Academic Year. The provisions in this paragraph VII.C shall in no way limit the indemnification rights of the parties under Article VI above with respect to third party claims.

VIII. Miscellaneous.

- A. Relationship of Parties. This Agreement shall not create a joint venture, partnership, or relationship of principal and agent or employer and employee between the parties hereto.
- B. Notice. All payments and notices required to be given hereunder shall be provided in writing either by personal delivery or first class mail, postage prepaid, at the respective addresses of the parties as follows or such other addresses as may be designated in writing by the respective party. Notice given by mail or personal delivery shall be deemed given on the date of mailing thereof or on the date of personal delivery of such notice to the recipient. The Sponsor shall use its commercially reasonable efforts to provide a courtesy notice of any FSG default hereunder to BC at the address set forth in the Credit Card Agreement; provided, that failure to deliver any such notice shall not constitute a default hereunder or a waiver of any such notice to FSG.

The Team: Fenway Sports Group
4 Yawkey Way
Boston, MA 02215
Attn: Jay Monahan
Executive Vice President

The Sponsor: GE Money Bank
777 Long Ridge Road, Building A
Stamford, CT 06927
Attn: Personal Finance Legal Department

- C. Assignment. Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party, except that FSG may, without the Sponsor's consent, (i) assign this Agreement to the extent FSG is allowed to make such an assignment under the BC Agreement. The Sponsor may, without FSG's consent, (a) assign this Agreement to an affiliate, and (b) use subcontractors to perform obligations of the Sponsor hereunder.
- D. Successors and Assigns. All of the duties and obligations under the Agreement shall be binding upon and inure to the benefit of the heirs,



devisees, successors in interest and permitted assignees of each of the parties hereunder.

- E. Choice of Law. This Agreement, and all matters or issues collateral thereto, shall take effect as an instrument under seal, and shall be governed by and construed and enforced in accordance with the laws of New York, without giving effect to the conflict of law principles thereof. The parties further agree that any action, demand, claim or counterclaim shall be resolved by a judge alone and both parties hereby waive and forever renounce the right to a trial before a civil jury.
- F. Limitation of Damages. Neither party shall be entitled to special, incidental, or consequential damages as a result of the other party's breach of this Agreement.
- G. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.
- H. Force Majeure. In the event that substantial performance of the Agreement by either party is prevented because of an act of nature or force majeure including, without limitation, acts of God or public enemy, acts of terrorism, acts of any order of a government, fire, flood or other natural disasters, embargoes, accidents, explosions, strikes or other labor disturbances (regardless of the reasonableness of the demands of labor), shortages of power or raw materials, inability to obtain or delays of transportation facilities, incidents of war, or other events causing the inability of the party acting in good faith with due diligence to perform its obligations under this Agreement, the same shall not constitute a breach of the Agreement by such party and neither party shall be responsible for any defaults or delays which are due to such causes.
- I. Confidentiality. The parties hereto agree to and shall hold in confidence and not disclose to any third party, either directly or indirectly, the terms of this Agreement and any information that is supplied hereunder and is not publicly available, except where such disclosure is appropriate in order to protect its respective rights in the event of a default or breach by the other party; or is



otherwise required by law. The confidentiality obligations of this Agreement shall survive the term or earlier expiration of this Agreement.

- J. Press Releases. The contents and timing of any public announcement or press releases by or on behalf of the Sponsor regarding, this sponsorship or the subject of this Agreement or any other matters relating to the Sponsor's relationship with BC shall be subject to the provisions of the Credit Card Agreement.
- K. Waivers. No waiver of any of the terms and conditions of this Agreement shall be effective unless such waiver is expressed in writing and executed by an authorized representative of the party sought to be charged with such waiver. No delay or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- L. Sophisticated Parties. Each party to this Agreement represents and acknowledges that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- M. Headings. The headings and captions of this Agreement are for convenience of reference only, and shall in no way modify, or affect the meaning or construction of, any of the terms or provisions hereof.
- N. Entire Agreement. This Agreement and the exhibits attached hereto set forth the entire understanding and agreement of the parties hereto with respect to its subject matter and supersedes all prior understandings or agreements between the parties relating to the same subject matter. Any amendments or modifications to this Agreement shall be in writing, as mutually agreed upon by the parties.
- O. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.



By signing below, each of FSG and the Sponsor hereby agrees to the terms and conditions of the Agreement.

A handwritten signature in black ink, appearing to read "M. Dee", is written over a horizontal line.

Michael Dee

President

New England Sports Enterprises d/b/a Fenway Sports Group

A handwritten signature in black ink, appearing to read "Scott A. Young", is written over a horizontal line.

Name: Scott A. Young

Title: Executive Vice President

GE Money Bank